



Board of County Commissioners Pre-Commission Meeting

September 5, 2023 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

1. Call to Order

Mayor Lester M. Miller

2. Announcements

- a. County Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

3. Approval of Minutes

- a. Approval of Minutes from the August 15, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. Mansion Houses Liquor LLC d.b.a. Cherio Package Store located at 194 Spring Street, Macon, GA
 - Distilled Spirits, Malt and Wine Packaged to Go
 - Temporary License
 - Measurement Form Approved and Attached
 - Newspaper Ad Attached
 - Zoning Compliance Form Attached
 - Limited Liability with One Member
 - Lease of Property
 - Certificate of Good Standing Attached

(Sponsored by: Lester M. Miller, Mayor)

- b. 424 ST Enterprises LLC d.b.a. CRU Lounge located at 2440 Riverside Drive, Macon,GA
Tabled at the August 15, 2023 meeting for non payment of taxes. Taxes have been paid.
Legal reviewed and recommends Approval. (Sponsored by: Lester M. Miller, Mayor)

5. Supplemental Appropriation

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of Up To \$252,500.00 From General Fund – Fund Balance To Transfers To Airport Fund For The Purpose Of Funding Design Plans And Other Costs Relating To The Development Of A New Fixed Base Operator At The Middle Georgia Regional Airport And To Fund Cost Overages Relating To Other Ongoing Airport Projects; To Update The FY23 CIP As It Relates To Funding For The Airports; (Sponsored by:)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Accept Faa Airport Improvement Plan Funding (“AIP”), In An Amount Of Approximately \$12,529,411, With A Local Match Of Approximately \$696,078, For The Construction Of The Runway 5-23 Extension; To Accept A GDOT Grant, In An Amount Of Approximately \$696,078, As The State Match For The Faa AIP Funding (Sponsored by:)

7. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With G.A. Faulkner, Jr. Company, In The Amount Of \$148,375.00, For Exterior Improvements At The Train Center, To Be Paid From The Capital Improvement Fund - Extension Service – Building And Building Improvements Line Item; (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Integrated Supply Agreement Between With Genuine Parts Company, D/B/A Napa Auto Parts, To Operate The Vehicle Maintenance Part Shop And To Supply Vehicle Parts At A 7.5% Profit Rate, With Costs Payable Under The Vehicle Maintenance Budget (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Landscape Service Agreement With Paulk Landscaping & Nursery, Inc. To Perform Landscaping Services In The Amount Of \$165,035.00, To Be Paid From The Parks & Beautification Budget, Contract Labor, Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With Due South Investments, LLC., For The Lease

Of 90 Parking Spaces At 657 Walnut Street For Parking For The Macon-Bibb County Courthouse (Sponsored by: Lester M. Miller, Mayor)

8. Additions or Changes to the Macon-Bibb County Code

- a. An Ordinance Of The Macon-Bibb County Commission To Amend Sections 4-125 And 4-145 Of The Macon-Bibb County Code Of Ordinances For The Purpose Of Amending The Hours Of Operation, Sale, And Service Of Alcoholic Beverages For Consumption On Premises; (Sponsored by: Lester M. Miller, Mayor)
- b. An Ordinance Of The Macon-Bibb County Commission To Amend Chapter 7 Of The Macon-Bibb County Code Of Ordinances For The Purpose Of Regulating The Operation Of Food Trucks Within The County At Certain Times (Sponsored by: Lester M. Miller, Mayor)
- c. An Ordinance Of The Macon-Bibb County Commission To Amend Chapter 16 Of The Macon-Bibb County Code Of Ordinances For The Purpose Of Regulating The Time, Place, And Manner Of Certain Gatherings In Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

9. Change to Policies and Procedures Manual

- a. An Ordinance Of The Macon-Bibb County Commission To Create A New Section 2.07 Of The Macon-Bibb County Government Policies And Procedures Manual, Entitled "Pre-Employment Qualifications," So As To Ensure A Fair And Reasonable Hiring Process By Reassessing Pre-Employment Qualifications (Sponsored by: Lester M. Miller, Mayor)

10. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

MINUTES

August 15, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

COMMISSIONERS PRESENT:

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Bill Howell
Commissioner Raymond Wilder
Commissioner Mallory Jones – on phone
Commissioner Virgil Watkins
Commissioner Al Tillman

COMMISSIONERS ABSENT

Commissioner Al Tillman

OTHERS PRESENT:

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Director of Planning & Public Spaces
Janice Ross, Clerk of Commission
Sara Davis, Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Frank Howard, Assistant County Attorney
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications
Wanzina Jackson, Director, Economic and Community Dev.
Charlotte Woody, Asst. Director, ECD

GUESTS:

Allison Bender, Brookdale Resource Center

1. Call to Order

Mayor Lester M. Miller called the meeting to order

2. Approval of Minutes

A. Approval of the minutes from the August 1, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the minutes of the August 1, 2023 meeting were approved.

3. Appointments to Authorities, Boards and Committees

A. A Resolution Appointing Ivey Hall, Jeremy Grissom And Janeen Andrews To Serve On The Friends Of Rosa Parks Square Board (Sponsored by: Seth Clark, Mayor Pro Tem)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried unanimously, the appointments of Ivey Hall, Jeremy Grissom and Janeen Andrews to the Friends of Rosa Parks Square Board were approved.

4. New Alcohol Beverage Licenses

- A. 424 ST Enterprises LLC d.b.a. CRU Lounge located at 2440 Riverside Drive, Macon, GA

Legal reviewed and recommends denial.

As of August 10, 2023, the owner of the real property parcel upon which CRU LOUNGE is located at 2440 Riverside Drive, North LLP owes an aggregate outstanding balance of \$2,317.48 on the following Macon-Bibb County Tax Bills: 2023-1032256 \$126.00; 2022-4032256 \$165.85; 2022-3032256 \$133.35; 2022-2032256 \$133.35; 2022-1032256 \$133.35; 2021-4032256 \$173.40; 2021-3032256 \$140.90; 2021-2032256 \$140.90; 2021-1032256 \$140.90; 2020-4032256 \$180.96; 2020-3032256 \$148.46; 2020-1032256 \$148.46; 2019-4032256 \$190.32; 2019-3032256 \$212.82

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the alcohol license for CRU Lounge was denied.

The motion to deny was withdrawn.

On motion of Commissioner Watkins, seconded by Mayor Pro Tem Clark and carried unanimously, the alcohol license for CRU lounge was tabled.

- B. Market at Mercer located at 4230 Mercer University Drive, Macon, GA 31204

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the alcohol license for Market at Mercer was approved.

- C. Mahadev 1212 d.b.a. Texaco Food Mart located at 1212 Eisenhower Parkway, Macon, GA

Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Bronson and carried unanimously, the alcohol license for Texaco Food Mart was approved.

5. Grants

- A. A Resolution Authorizing The Acceptance Of A Trauma Course Grant From The Georgia Emergency Medical Services Association In An Amount Not To Exceed \$5,850.00, With No Local Match Required, Awarded To The Macon-Bibb County Fire Department (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Bronson and carried unanimously, the grant from the Georgia Emergency Medical Services Association for the Fire Department was approved.

- B. A Resolution To Authorize The Mayor To Execute An Agreement With UWCGHI, Inc. (Brookdale Resource Center) Granting Emergency Solutions Grant- Coronavirus ("ESG-CV") Funding, In The Amount Of \$91,843.63, For The Provision Of Temporary Emergency Shelter Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Howell and carried unanimously, the ESG-CV Grant for the Brookdale Resource Center was approved.

6. Appropriations

- A. An Ordinance To Authorize A Supplemental Appropriation Of Up To \$300,000.00 From General Fund – Fund Balance To Transfers To Capital Improvements Fund For The Purpose Of Funding The Purchase And Installation Of A New Roof For Macon City Hall (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the appropriation for a New Roof for City Hall was approved

7. Special Purpose Local Option Sales Tax

- A. A Resolution To Approve The Forty-Second Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the forty second amendment to the SPLOST Timeline was approved

- B. An Ordinance To Authorize The Appropriation Of Up To \$2,545,734.00 From 2018 SPLOST Proceeds, 2023 Courthouse Addition – Courthouse Line Item, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the appropriation for Courthouse Addition was approved.

8. Contracts and Purchase Orders for Approval

- A. A Resolution Authorizing The Mayor To Execute An Amendment To Macon-Bibb County's Agreement With Cherry Street Capital Fund II, LLC For The Construction Of New Solar Rooftop Projects At Memorial Park; To Provide Solar Power At No Added Cost To Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the Amendment to the agreement with Cherry Street Capital Fund was approved.

- B. A Resolution Authorizing The Issuance Of A Purchase Order To Journal Technologies, Inc. For ECourt Software And Maintenance Services For The Bibb County Courts For 12-Months For \$151,034.74, To Be Paid From The Information Technology Budget, Enterprise Applications - Repairs & Maintenance, Software License & Maintenance Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the PO for ECourt Software was approved.

9. Establishing 2023 Millage Rate

- A. An Ordinance Reducing The Millage Rate From 17.901 Mills To 10.723 Mills, To Be Levied And Assessed For The Year 2023 Upon The Taxable Property Located In The Macon-Bibb County Tax

District (Sponsored by: Lester M. Miller, Mayor, Valerie Wynn, Commissioner, Paul Bronson, Commissioner, Bill Howell, Commissioner, Raymond Wilder, Commissioner, Seth Clark, Mayor Pro Tem)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the Millage Rate was reduced from 17.901 mills to 10.723 mills was approved.

10. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. §50-14-3(b)(2);

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the meeting went into Executive Session for the reasons listed above.

There being no further business, the meeting was adjourned.

Respectfully submitted:

Janice S. Ross, CMC
Clerk of the Macon-Bibb County Commission

ADDED TO THE SEPTEMBER 5, 2023 PRE-COMMISSION AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments



Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

Lttr to Macon-Bibb County encl app - Cherio Package (E-FILED).pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Cherio Package Store

Corporation Name : Mansion Houses Liquor LLC

Business Address : 194 Spring Street

City : Macon

State : GA

Zip : 31201

Mailing Address : [REDACTED]

City : [REDACTED]

State : [REDACTED]

Zip : [REDACTED]

Local Business Phone # : ([REDACTED])

Email : [REDACTED]

Owner Name : Mansion Houses Liquor LLC

Owner Phone # : [REDACTED]

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☐

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☒

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : Applied for

Agent's First Name : Abhi

Agent's Last Name : Myneni

Agent's Home Phone # :

Job Title : Sole member of Mansion Houses Liquor LLC

Agent's Home Address :

City :

State : GA

Zip :

Social Security Number :

License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

- License Fee : Distilled Spirits Packaged To Go - \$2,900
- License Fee : Malt Packaged to Go - \$800
- License Fee : Wine Packaged to Go - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : Abhi R. Myneni

Date

Today's Date : 07/24/2023



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)							
☒	*Distilled Spirits Packaged to Go	\$2,900	☒	*Malt Packaged to Go	\$800	☒	Wine Packaged to Go \$700
	*Distilled Spirits C.O.P.	\$2,900		*Malt C.O.P.	\$800		Wine *C.O.P. \$700
	*Distilled Spirits Wholesaler	\$3,600		*Malt Wholesaler	\$1,000		Wine Wholesaler \$800
	*Distilled Spirits Manufacturers	\$4,300		*Malt Manufacturer	\$2,500		Wine Manufacturer \$1,700
	Brewpub	\$2,500		Out-of-Town Wholesaler	\$100		Brown Bag \$300
	Malt Beverage Taproom	\$2,500		Cocktail Room	\$2,500		Alcohol Beverage Caterer \$600
						☒	Temporary Alcohol License \$100
Please check here if you are applying for a Business Continuation License.							
Business Continuation License 25% of applicable licensing fees							
*Distilled Spirits (Liquor)			*Malt (Beer)			*C.O.P. (Consumed on Premises)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 2,300.00 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 2,700.00

Agent Information

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in good standing.
4. Proof of Alcohol Handler's Permit from Agent and Owners
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
7. If any business entity other than Sole Ownership...Must submit copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit Status
9. Planning and Zoning Compliance form
10. Original Affidavit from the Macon-Bibb County Engineer's Department
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.07/2021

Select One: New Business Change of location X Change of Business**BUSINESS**Federal Tax ID #: 93-1475204State Tax ID #: 308-876671Business Name: Mansion Houses Liquor LLCCorporate and Trade Name: Mansion Houses Liquor LLC d/b/a
Cherio Package StoreLocal Business Address: 194 Spring Street, Macon, GA 31201

(P.O. Box Not Allowed) City State Zip

Mailing Address: [REDACTED]

(P.O. Box Not Allowed) City State Zip

Local Business Phone #: ([REDACTED])Email Address: [REDACTED]Contact Person: Mindy L. Thompson, Esq.Contact Phone #: [REDACTED]**AGENT**Agent's Name: Abhi Ram MyneniAgent's Title: Sole member of Mansion Houses Liquor LLC**INDIVIDUAL/OWNER INFORMATION**

Will the Agent named above also serve as the Applicant of this license?

☐ Yes☒ No If no, complete the following:Owner/Individual's Name: Mansion Houses Liquor LLCTitle: Licensee

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	Abhi Ram Myneni

☒ This authorization is valid for 90/180/_____ (circle one) days from date of signature.

☒ I, Abhi R. Myneni, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Abhi
Signature

6/23/23
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

- 2) X I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Mansion Houses Liquor LLC d/b/a Cherio Package Store

Printed Name of Applicant: Abhi R. Myneni

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 23 DAY OF JUNE, 2023


NOTARY PUBLIC

11/2/24
MY COMMISSION EXPIRES



Rev. 7/2021

Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0023205171458XR
COA Code:	E27
Country of Birth:	IND - INDIA
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Abhi Myneni
Date of Birth:	[REDACTED]
Alien Number:	[REDACTED]
Initiated On:	07/24/2023
Initiated By:	JWES0305
Point of Contact Name:	Jasmine West
Point of Contact Phone Number:	[REDACTED]
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: MANSION HOUSES LIQUOR LLC

PROPOSED LICENSE: BEER, WINE, AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 194 SPRING STREET

BUSINESS NAME: MANSION HOUSES LIQUOR LLC DBA CHERIO
PACKAGE STORE

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

By: F. Charles Brooks
 F. Charles Brooks, Macon-Bibb County Engineer

Date: 7-18-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of DISTILLED SPIRITS to GO

300' from business building corner to nearest corner of church, alcohol treatment center, public library, or MHA property. 600' school ground, school building, education building, or college campus.

850' — Cherio Package Store
#194 Spring Street
CHURCH BUILDING

2,500' — Mulberry St. Methodist Church
ALCOHOL TREATMENT CENTER building

2,500' — River Edge - Emery Hwy.
PUBLIC LIBRARY or BRANCH building

2,600' — Washington Memorial
MHA property line

1,850' — Mounts Homes
SCHOOL GROUND property line

1,950' — St. Joseph Catholic School
SCHOOL BUILDING

1,000' — St. Joseph Catholic School
EDUCATION BUILDING

6,100' — Mercer Law School
COLLEGE CAMPUS

6,000' — Mercer main campus
Existing PACKAGE STORE (1500'+ required)
ABC Liquor
#1194 MLK Jr. Blvd.

OK!

Paul J. Hoinowski
July 9, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
24185	438750	Print Legal Ad-IPL01293310 - IPL0129331		\$45.00	1	30 L

Attention:

SARD & LEFF LLC

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR
Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the July 7, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Mansion Houses Liquor LLC/Cherio Package Store, 194 Spring Street Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 30, 2023. Mansion Houses Liquor LLC, Applicant
IPL0129331
Jun 30, Jul 7 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
06/30/23, 07/07/23

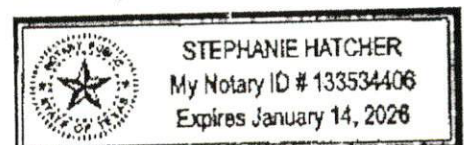
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

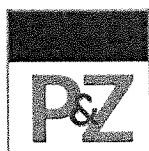
Sworn to and subscribed before me this 7th day of July in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY

Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2023-1491	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 07/12/2023
ISSUED TO NAME:	Sard & Leff, LLC	
	Mansion Houses Liquor LLC d/b/a Cherio Package Store	
PROPERTY OWNER'S NAME:	DALAL NARENDER P S & VENNA	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional liquor store	
ADDRESS OF PROPOSED USE:	194 SPRING ST	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	Q074-0101	ZONING DISTRICT: CBD-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing liquor store. No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit and a Certificate of Appropriateness. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 07/12/2024

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 23101267

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Mansion Houses Liquor LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/04/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/08/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/4/2023 11:09:37 AM

BUSINESS INFORMATION

CONTROL NUMBER 23101267
BUSINESS NAME Mansion Houses Liquor LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/04/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Abhi Ram Myneni		Forsyth

ORGANIZER(S)

NAME	TITLE	ADDRESS
Abhi Ram Myneni	ORGANIZER	

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Abhi Ram Myneni
AUTHORIZER TITLE Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

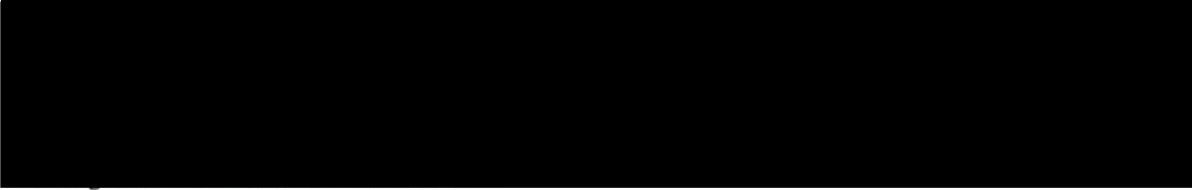
Business:

Trade Name: Cherio Package Store Name of Corporation: Mansion Houses Liquor LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual:

Name and Title: Abhi R. Myneni Telephone Number: [REDACTED]

**Type of Entity and Business Interest:**

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

Applicant Information

Information about your application:

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Demographic Information:

First Name : Abhi

Last Name : Myneni

Home Address [REDACTED]

City : [REDACTED]

State : [REDACTED]

[REDACTED] [REDACTED]

Home Phone # : [REDACTED]

Email : [REDACTED]

Date of Birth [REDACTED]

Social Security # [REDACTED]

Mailing Address : [REDACTED]

City : [REDACTED]

State : GA

Zip : [REDACTED]

U.S. Citizenship

Are you a United States citizen?

UScitizen : No

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Identification - Cherio.pdf

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

Save Afvt - Cherio.pdf

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

Cheers Certificate - Cherio.pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

Agent Photo - Cherio.pdf

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : Abhi R. Myneni

Date

Enter Today's Date : 07/24/2023



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Abhi Last Name: Myneni

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☒ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☒ Two current Color (passport size) photographs of applicant.
- ☒ \$25 money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Abhi
Applicant's Signature

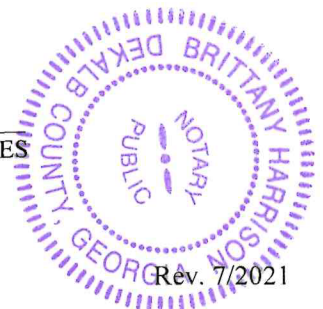
6/23/23
Date

I hereby certify that Abhi R. Myneni signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 23 day of June, 20 23

Brittany Harrison
NOTARY PUBLIC

11/2/24
MY COMMISSION EXPIRES





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ABHI RAM MYNENI

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-05-25

Serial No.

cert_6w44bhr3





Abhi Myneni



AH001042

ALCOHOL HANDLER

Exp. 12/31/2023

COMMERCIAL LEASE CONTRACT

STATE OF GEORGIA
COUNTY OF BIBB

THIS LEASE, made this ____ day of June, 2023, by and between **Narender P. S. Dalal**, first party (hereinafter called "Landlord"), and **Abhi Myneni**, second party (hereinafter called "Tenant").

WITNESSETH

1. DEFINITIONS

The following terms as defined below, are used generally in this Lease. Additional terms, as employed in the specific Sections hereunder, are defined pursuant to those Sections.

Additional Rental is defined in Section 6 of this Lease.

Base Rental means the monthly rental calculated and payable pursuant to Section 4 of this Lease.

Building means that building which is located at **194 Spring Street, Macon, Georgia 31201** within the Property, together with any additions, replacements or alterations to it.

Buildings means Building and any other buildings located on the Property.

Demised Premises is defined in Section 2 of this Lease.

Landlord is defined in the first paragraph of this Lease.

Property means that tract or parcel of land and any improvements thereon as described in the attached Exhibit "A", which is by this reference incorporated in this Lease.

Tenant is defined in the first paragraph of this Lease.

Total Rental means Base Rental and Additional Rental as may be due and owing annually to Landlord under this Lease.

2. DEMISED PREMISES

Landlord, for and in consideration of the rentals, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these present does lease and rent, unto the Tenant, and Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property known as **194 Spring Street, Macon, Georgia, 31201** located and being a portion of the property more particularly described in Deed Book 7958, Page 20, Bibb County Records (hereinafter called the "Demised Premises").

3. LEASE TERM

To have and to hold the same for the term to commence on the **1st day of October 2023 and ending on the 30th day of September 2028**, (hereinafter called "Lease Term").

Landlord has agreed and does offer Tenant three (3) extension options for five (5) years each. The first option to commence the **1st day of October 2028 and ending on the 30th day of September, 2033**.

The second option to commence the 1st day of October 2033 and ending on the 30th day of September 2038.

The third option to commence the 1st day of October 2038 and ending on the 30th day of September 2043.

Tenant shall notify Landlord in writing 60 days prior to the extension term to exercise each option.

4. BASE RENTAL, SECURITY DEPOSIT AND LATE CHARGES

4.1. BASE RENTAL: Tenant agrees to pay to Landlord promptly *on the first day of each month in advance*, during the Lease Term, a monthly base rental of Two thousand and no/100 Dollars (\$2,000.00). The aforesaid payments of rent are to be made payable to Landlord and mailed to 77 Shelley Circle, East Windsor, NJ 08520 or at such other place as Landlord may from time to time designate in writing to Tenant.

4.2. SECURITY DEPOSIT: Tenant shall deposit with Landlord the sum of Three Thousand Three Hundred and no/100 Dollars (\$3,300.00) to be held by Landlord, without liability for interest as security for the faithful performance of Tenant of all of the terms, covenants and conditions of this lease. Should any rent or any other amount due Landlord hereunder be overdue and unpaid, then Landlord may, at its option, appropriate and apply all or a portion of said deposit to the payment of any overdue rent or other amount. Tenant shall, upon written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to its original sum, at any time Landlord makes such appropriation.

4.3. LATE CHARGES: If the rent payable for any month is paid and accepted after the tenth day of the month, a late charge fee of 10% of the base rental amount due will be due.

5. RENTAL ADJUSTMENT

The Base Rental payable by Tenant shall increase on the 1st day of September 2024 to Two Thousand Two Hundred and no/100 Dollars (\$2,200.00) monthly for the remainder of the original term.

In the event Tenant elects to exercise options herein Base Rental shall increase under the first option term to Two Thousand Three Hundred Ten and no/100 Dollars (\$2,310.00) monthly and remain at this level through the first option term. In the event Tenant exercises second option term said Base Rental shall increase to Two Thousand Four Hundred Twenty-Six and no/100 Dollars (\$2,426.00) monthly. In the event Tenant exercises third option term said Base Rental shall increase to Two Thousand Five Hundred Forty-Seven and no/100 Dollars (\$2,547.00) monthly.

6. ADDITIONAL RENTAL

In addition to the Base Rental required to be paid pursuant to the terms of this Lease, Tenant agrees to pay, as additional rent, all sums and other charges required to be paid by Tenant pursuant to other provisions and exhibits to this Lease, whether or not the same be designated "Additional Rental" (hereinafter called "Additional Rental"), and Landlord shall have the same remedies for Tenant's failure to pay same when and as required, as if it constituted Base Rental.

6.1. Tenant shall pay upon demand, as Additional Rental, during the Lease Term and any extension or renewal thereof, all real estate taxes and assessments and any and all other ad valorem taxes, charges and assessments (including, without limitation, general and special assessments no matter how designated), of every kind and nature, payable by Landlord with respect to the Property or the Building, or both. Tenant shall also pay the cost, including attorneys', tax consultants' and appraisal fees, of any negotiation, contest or appeal pursued by Landlord in an effort to reduce or limit the increase of any present or future tax or assessment on which any tax or other imposition provided for in this Section is based.

7. CONSTRUCTION OF THIS AGREEMENT

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof

shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

8. UTILITIES, ELECTRICITY AND OTHERS

Tenant shall be solely responsible for all charges for gas, electricity, water, sewer, garbage pick-up, telephone and other utility services used, rendered, supplied or imposed upon the Demised Premises regardless of who is the supplier and shall indemnify Landlord and save it harmless against any liability or charges on account thereof. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.

9. USE AND CARE OF PREMISES

The Demised Premises shall be used for Liquor Store purposes and no other. The Demised Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Demised Premises, any Buildings or the Property. Tenant shall not use, store or dispose of, or permit the use, storage or disposal of, upon the Demised Premises, any Buildings or the Property, any hazardous, toxic or flammable materials, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority or governmental unit. If any such materials are brought into the Demised Premises, any Buildings or the Property by Tenant, Tenant shall, at Tenant's sole expense, cause the immediate removal thereof.

10. ABANDONMENT OF THE PREMISES

Tenant agrees not to abandon or vacate the Demised Premises during the period of this Lease and agrees to use the Demised Premises for the purpose herein leased until the expiration hereof.

11. REPAIRS BY LANDLORD

Landlord agrees to keep in good repair the roof (including structure, deck, insulation, flashing and membrane), foundations and exterior walls of the Building and underground utility and sewer pipes outside of the exterior walls of said Building, provided, however, that Landlord shall not be responsible for the repair of glass and exterior doors and any and all repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Demised Premises and shall be under no obligation to inspect same. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

12. REPAIRS BY TENANT

Tenant accepts the Demised Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, through the Lease Term and all renewals thereof, at its expense, maintain in good order and repair the Demised Premises, including the Building, walk-in cooler and all related equipment, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating unit) and other improvements located thereon, except those repairs expressly required to be made by Landlord. In the event Tenant fails to make said repairs, then Landlord may, but shall not be obligated to, make such repairs in which event Tenant shall promptly reimburse Landlord for all expenses incurred thereby, said expenses constituting Additional Rental hereunder. Tenant agrees to return the Demised Premises to Landlord at the expiration, or prior termination, of this Lease in as good condition and repair as when first received, normal wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Aside from the aforesaid repairs, Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of Landlord.

13. DESTRUCTION OF OR DAMAGE TO PREMISES.

If the Demised Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. If the Demised Premises are damaged but not wholly destroyed by any of such casualties, Base Rental shall abate in such proportion as use of the Demised Premises has been destroyed, and Landlord shall restore same to substantially the same condition as before damage as speedily as practicable, whereupon full Base Rental shall commence.

14. GOVERNMENTAL ORDERS.

14.1 Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Demised Premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to the Total Rental, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this Lease by giving written notice of termination to the other party, by registered or certified mail, which termination shall become effective ten (10) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice, unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of the Total Rental, or secure payment of said sum in manner satisfactory to party giving notice.

14.2 Tenant waives the benefits of all existing and future rent control legislation and statutes and similar governmental rules and regulations, whether in time of war or not, to the full extent permitted by law.

15. CONDEMNATION.

If the whole of the Demised Premises, or such portion thereof as will make same unusable for the purposes herein leased, shall be condemned by any legally constituted authority or taken by private purchase in lieu thereof for any public use or purpose, then in either of said events the Lease Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and Total Rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

16. ASSIGNMENT AND SUBLETTING.

Tenant may not, without the prior written consent of Landlord, assign this Lease or any interest hereunder, or sublease Demised Premises or any part thereof, or permit the use of Demised Premises by any party other than Tenant. Consent to one or more assignments or subleases shall not destroy or waive this provision. Subtenants and assignees shall become directly liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability.

17. TENANT IMPROVEMENTS AND REMOVAL OF FIXTURES

17.1 In the event any mechanics', laborers', materialmen's' or other liens shall be filed against the Demised Premises or any part of the Property or any Buildings or other improvements thereon by reason of work, labor, services or materials performed or furnished to or at the instance of Tenant or to anyone holding the Demised Premises through or under Tenant, Tenant shall forthwith cause the same to be so discharged of record or bonded with security satisfactory to Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded with security satisfactory to Landlord after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord together with interest at the rate of [^] percent ((^)%) per annum and all costs and expenses, including all

attorneys' fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as Additional Rental on the first day of the next following month, or may, at Landlord's election, be subtracted from any sums owing to Tenant. 17.2 All trade fixtures and trade apparatus owned and installed by Tenant in the Demised Premises shall remain the property of Tenant and shall be removable at any time prior to the expiration of the Lease Term, provided Tenant shall not at any time be in default of any terms or covenants of this Lease; provided, however, that Tenant shall not remove air conditioning, air ventilating and heating fixtures, lighting fixtures, dock levelers or carpeting; and, further, provided that Tenant shall simultaneously repair any damage to the Demised Premises caused by the installation or removal of same. If Tenant is in default, Landlord shall have a lien on Tenant's property located in or on the Demised Premises and in the event such lien is asserted by Landlord in any manner or by operation of law, Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured. All fixtures installed by Tenant shall be new or like new and of good quality.

17.3 Tenant shall not make any alterations, additions or decorations to the Demised Premises without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant shall, at all times during the Lease Term, present to Landlord plans and specifications for such work at the time Landlord's consent is sought. Tenant's Work and installations shall not impede or interfere with any work in other parts of the Building or the Property, and any alterations, additions and decorations or other work performed by Tenant shall not cause closing, interruption or impairment of Tenant's normal conduct of business. All work caused to be done by Tenant shall comply with the requirements and obligations of Tenant relating to Tenant's Work as set forth in this Lease. Tenant is required to provide Landlord with building permits and evidence of insurance as required.

17.4 Tenant's obligation to observe and perform any of the provisions of this Section 17 shall survive the expiration of Lease Term hereof or earlier termination of this Lease.

18. CANCELLATION OF LEASE BY LANDLORD

It is mutually agreed that in the event Tenant shall default in the payment of Base Rental and/or Additional Rental herein reserved, when due, and fails to cure said default within ten (10) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of Total Rental, and fails to cure such default within ten (10) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within ten (10) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Total Rental or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within ten (10) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events Landlord at Landlord's option may at once, or within three (3) months thereafter (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire Demised Premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this Section may be given by Landlord, or its attorney or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the Demised Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter same and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

19. RELETING BY LANDLORD

Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's failure to cure any default within the time permitted as set forth in Section 18 hereof, may at Landlord's option enter upon and rent the Demised Premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's Total Rental hereunder and the price obtained by Landlord and all other reasonable costs directly related to reletting, including, but not limited to the payment of commissions, the making of alterations, costs of leasing same, costs for any unamortized Tenant improvements and otherwise.

20. EXTERIOR SIGNS.

Tenant shall place no signs upon the outside walls or roof of or grounds surrounding the Demised Premises except with the written consent of Landlord. Any and all signs placed within the Demised Premises by Tenant shall be preapproved by Landlord and maintained in a first-class condition. Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

21. EFFECT OF TERMINATION OF LEASE.

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect Base Rental, Additional Rental and any other charges due Landlord by Tenant.

22. SUBORDINATION.

This Lease is subject and subordinate to any first mortgage or first security deed now or hereafter placed on the Property of which the Demised Premises are a part; provided, however, that at the option of the first mortgage holder of the Lease or portions of the Lease can be made superior to the first mortgage or security deed; provided further that unless the entire Lease is made superior to such first mortgage or security deed, the holder of said mortgage or the grantee of such security deed shall agree that this Lease shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, security deed or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease; and Tenant agrees that this Lease shall remain in full force and effect, notwithstanding any default proceeding under said mortgage, security deed or obligations secured thereby. Tenant further agrees that it will attorn to the mortgagee, grantee or beneficiary of such mortgage or security deed, and their successors or assigns and to the purchaser or assignee under any such foreclosure. Tenant will upon request by Landlord, execute, deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this Section.

23. NO ESTATE IN LAND.

This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

24. HOLDING OVER.

If Tenant remains in possession of the Demised Premises after expiration of the Lease Term, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a "tenant at will" at a rental rate equal to 150% of the rental rate in effect at the end of the Lease Term computed on the basis of the then existing Base Rental plus one-twelfth (1/12) of the Additional Rental required by this Lease.

25. ATTORNEYS' FEES AND HOMESTEAD.

If any rental owing under this Lease is collected by or through an attorney at law, or if Landlord employs an attorney at law to enforce any of the other terms or conditions of this Lease, Tenant agrees to pay or reimburse Landlord for all reasonable associated attorneys' fees, as Additional Rental hereunder. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord Tenant's homestead and exemption.

26. RIGHTS CUMULATIVE.

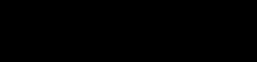
All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

27. SERVICE OF NOTICE

Tenant hereby appoints as Tenant's agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of Demised Premises at the time, or occupying same; and if no person is in charge of, or occupying the Demised Premises, then such service of notice may be made by attaching the same on the main entrance to the Demised Premises. A copy of all notices under this Lease shall also be sent to such other address as Tenant may from time to time designate in writing to Landlord.

All notices required by law or by this Lease to be given to Landlord, and Tenant, shall be given by depositing same in registered or certified U. S. Mail, postage prepaid, and addressed as follows:

For Landlord:
Narender P. S. Dalal



For Tenant:
Abhi Myneni



or to such other address as Landlord may from time to time designate in writing to Tenant.

28. QUIET ENJOYMENT.

Landlord hereby covenants and agrees to permit Tenant quiet enjoyment of possession of the Demised Premises during the Lease Term, so long as Tenant shall pay the Total Rental aforesaid and carry out all other obligations herein made binding upon the Tenant.

29. USE OF PARKING LOT.

Tenant hereby covenants and agrees to use the parking lot for cars and/or trucks owned by Tenant and its direct employees and customers. Vehicles, which are not being used in business on a regular basis for transportation, are not permitted to be parked in the parking lot. Tenant will not encumber nor obstruct the Building containing the Demised Premises nor allow the same to be obstructed or encumbered in any manner, and will keep the sidewalks free of rubbish and dirt. Tenant shall not place, or cause to be placed, anything, to include raw materials, merchandise or vending machines, on the sidewalk or exterior of the Demised Premises without the prior written consent of Landlord.

30. INSURANCE.

30.1. Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of his Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Landlord shall be named as additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of the Tenant. The insurance will be with a company acceptable to Landlord.

30.2. Tenant will furnish to Landlord, before Tenant takes occupancy of the Demised Premises, and ten (10) days before expiration or termination of any such policy, copies of policies or certificates of insurance evidencing coverage required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or amend the policy or policies without first giving at least ten (10) days' prior written notice thereof to Landlord.

31. SUCCESSORS AND ASSIGNS, GOVERNING LAW AND BINDING EFFECT.

"Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and/or successors in title to the Property. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall also include Tenant's assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Lease. Except as otherwise provided herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

32. TIME OF THE ESSENCE.

In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.

33. TRANSFER OF LANDLORD'S INTEREST.

In the event of the sale, assignment or transfer by Landlord of its interest in the Property, Buildings or the Demised Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in the interest who expressly assumes the obligations of Landlord hereunder, Landlord shall thereupon be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any deposits or other security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned by Landlord to such successor in interest of Landlord; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to this Lease, Landlord's assignment of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

34. ESTOPPEL CERTIFICATE

Within twenty (20) days after request therefor by Landlord or any mortgagee or grantee under a mortgage or security deed covering the Demised Premises, or upon any sale, assignment or other transfer of the Demised Premises by Landlord, Tenant shall deliver in recordable form an estoppel certificate in form and substance satisfactory to Landlord, to any proposed mortgagee or other transferee, or to Landlord, certifying those facts contained therein that are then true with respect to this Lease and specifying with particularity any such facts which are not then true with respect to this Lease.

35. WAIVER OF CLAIMS.

To the extent permitted by law, Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby indemnifies, holds harmless and releases Landlord, its agents, employees and contractors from and against any and all claims for damage to persons or property sustained by Tenant or any person claiming through Tenant resulting from any fire, accident, occurrence or condition in or upon the Demised Premises or Building of which it shall be a part except where such claims arise solely out of the gross negligence or willful misconduct of Landlord, Landlord's agents, employees or contractors.

36 EXCULPATION

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and Buildings comprising the Property of which the Demised Premises form a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord for any default or breach by Landlord of any of its obligations under this Lease, subject, however, to the prior rights of the holder of any mortgage covering the Property or of Landlord's interest therein in the Property. No other assets of Landlord or any partner thereof shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Landlord and Tenant that the Landlord's interest hereunder and in the Property shall be subject to impressment of an equitable lien or otherwise.

37 BROKER'S COMMISSION

Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with this Lease and agrees to indemnify Landlord against and hold it harmless from all liability arising from any such claim and attorneys' fees.

38. SPECIAL STIPULATIONS

38.1 This lease is contingent upon the Tenant getting the liquor license and permits approved with the appropriate governmental agencies.

38.2 In the event Landlord decides to sell the leased property, Tenant shall have the first right-of-refusal to purchase the leased property at an amount equal to a Purchase Agreement that Landlord has procured.

38.3 The parties hereto understand and agree that the walk-in-cooler is a fixture of the subject property and not a trade fixture of the Tenant. Tenant shall maintain said keep said cooler in good working order.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, unless contained in a modification in writing executed by all of the parties hereto, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written

LANDLORD:

By: NP Singh Dalal (SEAL)
Printed Name: Narender Dalal

Title: _____

TENANT:

By: Abhi (SEAL)
Printed Name: Abhi Myneni

Title: _____

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: Abhi Date: 6/23/23

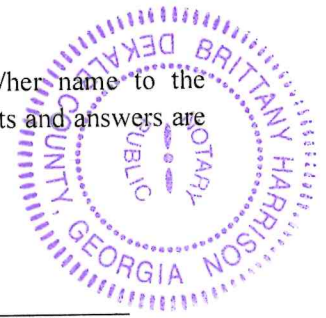
Business Name Mansion Houses Liquor LLC d/b/a/ Cherio Package Store

I hereby certify that Abhi R. Myneni (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 23 day of June, 2023

Brittany Harrison
NOTARY PUBLIC

11/2/23
MY COMMISSION EXPIRES



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: Abhi Date: 6/23/23
(If different from Agent)

Title: Sole member of Mansion Houses Liquor LLC

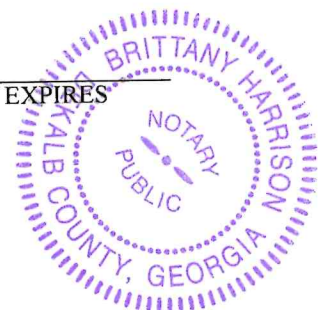
Business Name: Mansion Houses Liquor LLC d/b/a Cherio Package Store

I hereby certify that Abhi R. Myneni (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 23 day of June, 2023

Brittany Harrison
NOTARY PUBLIC

11/2/24
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Mansion Houses Liquor LLC d/b/a Cherio Package Store

Business Address: 194 Spring Street, Macon, GA 31201

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

Ali
Applicant/Agent Signature

4/23/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

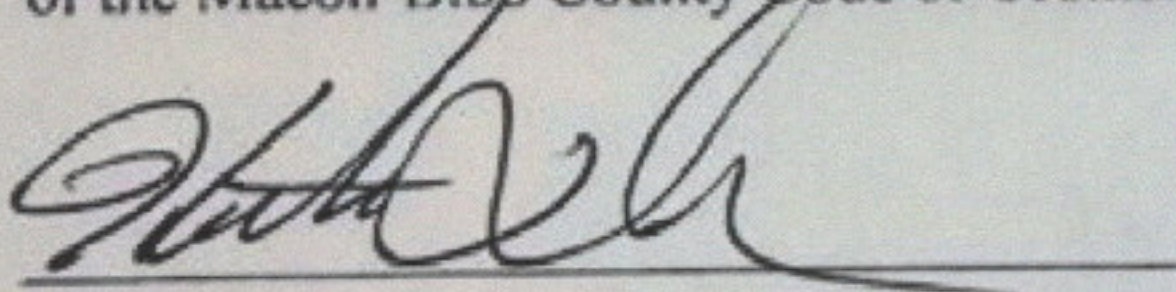
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Mansion Houses Liquor LLC d/b/a Cherio Package Store

Business Address: 194 Spring Street, Macon, GA 31201

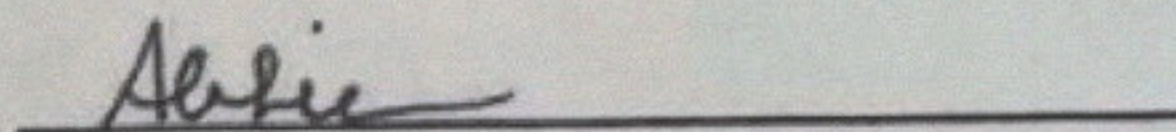
I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

07/27/2023
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.



Applicant/Agent Signature

6/23/23
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

	Abhi R. Myneni	10/23/23
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Mansion Houses Liquor LLC d/b/a Cherio Package Store

Owner's Name: Mansion Houses Liquor LLC

Address: 194 Spring Street, Macon, GA 31201

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ N/A

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below

No Relation

N/A

N/A

N/A

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No *

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Abhi R. Myneni

Printed Name of person completing form

Abhi

Signature of person completing form

6/23/23

Date

* To applicant's best knowledge

DocuSign Envelope ID: 9CB7EA2D-B175-48A6-91DB-C8DD422EEBFF

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Mansion Houses Liquor LLC d/b/a Cherio Package Store

Business Address: 194 Spring Street, Macon, GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

Alvin
Applicant/Agent Signature

07/25/2023
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Abhi R. Myneni, sole member and manager of Mansion Houses Liquor LLC

2. Name of the subject of this Certificate, if different from the applicant:

Mansion Houses Liquor LLC d/b/a Cherio Package Store

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Abhi R. Myneni, sole member and manager of Mansion Houses Liquor LLC

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.



Print and Sign Name

Abhi R. Myneni

Sworn to and subscribed before me this
23 day of JUNE, 2023.



Notary Public

My commission expires: 11/2/24



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Mansion Houses Liquor LLC, licensee

2. Name of the subject of this Certificate, if different from the applicant:

Mansion Houses Liquor LLC d/b/a Cherio Package Store

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Abhi R. Myneni, sole member and manager of Mansion Houses Liquor LLC

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Abhi

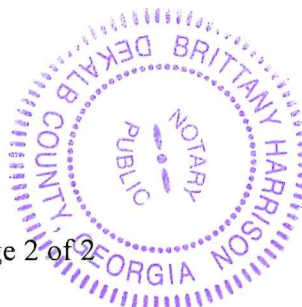
Abhi R. Myneni

Print and Sign Name

Sworn to and subscribed before me this
23 day of JUNE, 2023.

[Signature]
Notary Public

My commission expires: 11/2/24



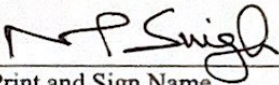
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Narender P. S. Dalal, Landlord
2. Name of the subject of this Certificate, if different from the applicant:
Mansion Houses Liquor LLC d/b/a Cherio Package Store
3. Benefit or privilege for which the applicant is applying (mark one):

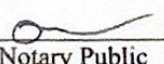
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.


 Narender P. S. Dalal
 Print and Sign Name

Sworn to and subscribed before me this
29 day of July, 2023.


 Notary Public
 My commission expires: 5-8-27

TIMOTHY MOOMAW
 NOTARY PUBLIC
 NEW JERSEY

50080228
 EXP 5/8/27

Page 2 of 2

Rev. April 2022
 See O-22-0011



Tax Commissioner's Office
 188 Third Street, Macon, Georgia 31201
 Mail to: Tax Commissioner's Office PO Box 4503
 Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Abhi Ram Myneni – Fingerprints Completed: 08/04/2023

Business Name: Mansion Houses Liquor LLC dba Cherio Package Store

Business Address: 194 Spring Street, Macon, GA 31201

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	8/23/2023 Date
Denied	1C561778CDEE414...	
	Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	_____	_____
	Mayor, Macon-Bibb County, Georgia	Date
Denied	_____	
	Mayor, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	 Clerk of the Macon-Bibb County Commission, Georgia	_____
		Date
Denied	 Clerk of the Macon-Bibb County Commission, Georgia	_____
		Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/30/23 (Date)  (Initials)

Comments

Reviewed by legal. Recommend approval.

Initials

 Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF UP TO \$252,500.00 FROM GENERAL FUND – FUND BALANCE TO TRANSFER TO AIRPORT FUND FOR THE PURPOSE OF FUNDING DESIGN PLANS AND OTHER COSTS RELATING TO THE DEVELOPMENT OF A NEW FIXED BASE OPERATOR AT THE MIDDLE GEORGIA REGIONAL AIRPORT AND TO FUND COST OVERAGES RELATING TO OTHER ONGOING AIRPORT PROJECTS; TO UPDATE THE FY23 CIP AS IT RELATES TO FUNDING FOR THE AIRPORTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-23-0036 adopt the FY 2024 Budget, said ordinance having become effective on July 1, 2023; and

WHEREAS, on November 15, 2022, the Commission did by Ordinance O-22-0065 approve appropriations to fund the Capital Improvements Program for Fiscal Year 2023; and

WHEREAS, various budget and programmatic amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of up to \$252,500.00 from General Fund – Fund Balance, to transfers to Capital Improvements Fund, as shown in Exhibit A attached hereto and incorporated herein by reference, for the purpose of

funding design plans and other costs relating to the development of a new Fixed Base Operator (“FBO”) at the Middle Georgia Regional Airport and to fund cost overages relating to other ongoing airport projects, as shown in greater detail in Exhibit B, attached hereto and incorporated herein by reference.

Section 2.

The Commission hereby approves the amendments to the FY23 Capital Improvements Program, O-22-0065, as detailed in Exhibit B. Accordingly, the Commission hereby authorizes the Mayor to execute any agreements or work authorizations required for Passero Associates to perform the work required for the projects described in Exhibit B, provided that sufficient funds have been appropriated for such projects, either by this Ordinance or by other ordinance of the Macon-Bibb County Commission.

Section 3.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 4.

In the event scrivener’s errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2023 Miller Appropriating Up To \$252,500.00 to Airport Fund For FBO Design and Amending the CIP 9-1-23.docx

EXHIBIT A

FY 24

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Supplemental

X

Department

Administrative

(check a box)

Amendment Number:

Date of Request: 8/10/23

Department: Airport

Transfer From:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Fund Balance	100.505500	252,500.00
	Total	252,500.00

Transfer To:

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
Transfers to Airport	100.9001.611000.550	252,500.00
	Total	252,500.00

Reason for Transfer-

amending of FY23 CIP projects and additional 252,500 from General Fund Balance

Approvals:

	<u>Initials</u>	<u>Date</u>
Department Head Initials/Date		2023
Budget Officer Initials/Date		2023
Finance Officer Initials/Date		2023
County Manager Initials/Date		2023
Finance Complete Transfer		
Initials/Date		2023

EXHIBIT B

FY23 CIP Project	Amount	Source	New Amount	Source
Downtown Fuel Farm Infrastructure	\$ 300,000.00	General Fund	\$ -	
Maintenance Shop Roof	\$ 210,000.00	General Fund	\$ -	
10 T-Hangars Downtown	\$ -	General Fund	\$ -	
2nd WWII Hangar Roof Replacement - Reg	\$ 437,500.00	General Fund	\$ 437,500.00	General Fund
Runway 10/28 Hub Downtown	\$ 750,000.00	General Fund	\$ 1,030,000.00	General Fund
GDOT Wall Structure	\$ 2,000,000.00	GDOT Grant	\$ 2,000,000.00	GDOT Grant
Design/Construct Taxiway C Pavement Rehab - Reg	\$ 700,000.00	ARP	\$ 800,000.00	ARP/Previous
ALP Update/ATCT Study/Terminal Area Study	\$ 166,667.00	General Fund	\$ 136,667.00	General Fund
Construct Runway 5-23 Extension	\$ 4,900,000.00	ARP	\$ 4,910,000.00	ARP/Previous
Design/Construct Commercial Terminal w/ Road		Earmark		
Design FBO (Concept) Terminal & Hangar Relocations	\$ 350,000.00	General Fund	\$ 224,045.00	
Relocate Hangars on South Apron & Construction of Road & Utilities (Became TWY Echo and design East Drive)	\$ 2,738,906.00	General Fund	\$ 3,258,906.00	Des/Con ECHO
Fabric Hangar Aircraft Storage	\$ -	General Fund	\$ -	
Commercial Terminal Concept Design -EA	\$ 200,000.00	General Fund	\$ 355,955.00	
Land Purchase	\$ 360,000.00	General Fund	\$ -	
Wayfinding Signs	\$ 350,000.00	General Fund	\$ -	
VOR Siting Study	\$ 40,000.00	General Fund	\$ 40,000.00	

Acquire ARFF Vehicle	\$ 1,000,000.00	ARP	\$ 1,000,000.00	
Downtown Terminal Upgrades	\$ 800,000.00	General Fund	\$ -	
Relocation of MALSR		General Fund	\$ 240,000.00	
East Drive Design/Construct		General Fund	\$ 300,000.00	
Full Design Plans for FBO Terminal		General Fund	\$ 822,500.00	
TOTAL	\$ 15,303,073.00		\$ 15,555,573.00	
DIFFERENCE	\$ 252,500.00			



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ACCEPT FAA AIRPORT IMPROVEMENT PLAN FUNDING (“AIP”), IN AN AMOUNT OF APPROXIMATELY \$12,529,411, WITH A LOCAL MATCH OF APPROXIMATELY \$696,078, FOR THE CONSTRUCTION OF THE RUNWAY 5-23 EXTENSION; TO ACCEPT A GDOT GRANT, IN AN AMOUNT OF APPROXIMATELY \$696,078, AS THE STATE MATCH FOR THE FAA AIP FUNDING; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by Resolution R-23-0147, the Macon-Bibb County Commission authorized the Mayor to enter into an agreement with Piedmont Mining LLC for the construction of the Runway 5-23 Extension at the Middle Georgia Regional Airport; and

WHEREAS, the aforementioned construction project is expected to be partially funded by FAA Airport Improvement Plan funding (“AIP”); and

WHEREAS, the County has submitted an application for the FAA AIP to fund the Runway 5-23 Extension projection, requesting \$12,529,411 in funding; and

WHEREAS, the state match for such funding is expected to be \$696,078 and would be funded by a grant from the Georgia Department of Transportation; and

WHEREAS, the local match for such funding is expected to be \$696,078 and would be funded by funds appropriated for the Runway 5-23 Extension project through the CIP; and

WHEREAS, the County has not received the grant award letters or agreements from either the FAA or GDOT, but expects to receive such imminently; and

WHEREAS, the County expects that the FAA and GDOT will require an expedited turn-around time for the grant award contracts, such that the Macon-Bibb County Commission should grant approval in advance of receipt of those contracts; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds, in the actual amounts awarded to Macon-Bibb County by the FAA and GDOT for the Runway 5-23 Extension project, regardless of whether that award differs from the approximations detailed in this Resolution; and

WHEREAS, Macon-Bibb County will utilize the funds for the construction of the Runway 5-23 Extension; and

WHEREAS, additional funding for the Runway 5-23 Extension project will be paid from other airport funds; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to accept the FAA Airport Improvement Plan funding, in an amount of approximately TWELVE MILLION FIVE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED ELEVEN DOLLARS AND 00/100 CENTS (\$12,529,411.00), with a local match of approximately SIX HUNDRED NINETY-SIX THOUSAND SEVENTY-EIGHT DOLLARS AND 00/100 CENTS (\$696,078.00), for the purpose of constructing the Runway 5-23 Extension.

BE IT FURTHER RESOLVED that the Mayor is authorized to accept a Georgia Department of Transportation grant, in an amount of approximately SIX HUNDRED NINETY-SIX THOUSAND SEVENTY-EIGHT DOLLARS AND 00/100 CENTS (\$696,078.00), as the state match for the FAA AIP award.

BE IT FURTHER RESOLVED that the Mayor is authorized to accept such grants regardless of whether the actual amounts of such grants differ from the approximations included in this Resolution.

BE IT FURTHER RESOLVED that the Macon-Bibb County Attorney's Office shall review such grant award terms and conditions prior to the Mayor signing such documentation.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
(SEAL) JANICE S. ROSS, Clerk of Commission



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH G.A. FAULKNER, JR. COMPANY, IN THE AMOUNT OF \$148,375.00, FOR EXTERIOR IMPROVEMENTS AT THE TRAIN CENTER, TO BE PAID FROM THE CAPITAL IMPROVEMENT FUND - EXTENSION SERVICE – BUILDING AND BUILDING IMPROVEMENTS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the exterior of the Train Center, currently used by the Extension Service, requires improvement; and

WHEREAS, Invitation for Bids (“IFB”) No. 23-041-LH was published on May 1, 2023, soliciting bids for the Train Center site improvement; and

WHEREAS, IFB No. 23-041-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where twenty-four (24) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, four (4) were African American-owned, and one (1) was Native American-owned; and

WHEREAS, on the published due date of June 1, 2023, one (1) response was received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirements review; and

WHEREAS, after the bid review, G.A. Faulkner, Jr. Company, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement agrees with this award recommendation; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby resolved by the authority of the same, that the Mayor is authorized to execute an agreement with G.A. Faulkner, Jr. Company, in the amount of ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$148,375.00), for exterior improvements at the Train Center, to be paid from the Capital Improvements Fund – Extension Service – Building and Building Improvements line item, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED the Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Commission grants the Mayor and the County Attorney the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED In the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County,

and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2023 Miller Authorizing Agreement with GH Faulkner for Train Center Site Improvements -\$148,375.00.docx

EXHIBIT A

**TRAIN CENTER IMPROVEMENT AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND G.A. FAULKNER, JR. COMPANY**

This Train Center Improvement Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and G.A. Faulkner, Jr. Company ("Contractor"), a Georgia corporation with a principal address of 46 Commercial Court, Bolingbroke, GA 31004, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. Scope of Services

Contractor shall perform the services required for the improvement of the Train Center as specifically provided for in the Proposal Letter attached as part of Exhibit A – Train Center Specification – Attachment B to Invitation for Bids for Train Center Site Improvement 23-041-LH ("Exhibit A"), attached hereto and incorporated herein by reference, at the Train Center, located at 715 Oglethorpe Street, Macon, Georgia. However, in an effort to value engineer this project, Contractor shall not perform the following services described in Exhibit A – installing an irrigation system, installing railing, making improvements to the parking lot, and installing synthetic turf.

Services shall be performed in accordance with both the specifications included in Exhibit A and in accordance with all other terms, conditions, and requirements included in Exhibit B – Invitation for Bids for Train Center Site Improvement 23-041-LH and Contractor's Response Thereto ("Exhibit B"), attached hereto and incorporated herein by reference. Contractor shall specifically comply with all "SPECIAL CONDITIONS" included in the Invitation for Bids included in Exhibit B.

All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to this scope of services shall be made in writing and mutually agreed upon by both parties.

2. Compensation

Contractor shall receive a total of ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND 00/100 CENTS (\$148,375.00) for the aforementioned Scope of Services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. A ten percent (10%) retainage will be withheld from each payment until final payment is made. Payment will be made only for items used and actual work performed.

County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by the County Commission. County is tax exempt and cannot agree to pay State or Federal taxes. Prior to the issuance of final payment from County, Contractor shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Contractor in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Contractor.

3. Term

This Agreement shall be effective as of the date it is fully executed by both Parties. Contractor shall commence services within 10 days of receiving the Notice to Proceed. The Contractor shall complete all work described in the Scope of Work within thirty (30) days from the date work commences. An inspector from the County shall inspect the final product to ensure that all conditions specified in Exhibit A have been met.

4. Liquidated Damages

Liquidated damages in the amount of \$75.00 per day may be charged to the Contractor for each day that the project is delayed beyond the thirty (30) day completion timeframe described in the Term section above. These charges are intended to defray the cost of inspection by Macon-Bibb County employees assigned to this project.

5. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon ten (10) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

7. Performance Standards

Contractor shall perform the services included in the Scope of Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to County that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally complete this project in accordance with this Agreement.

8. Independent Contractor

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

9. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

10. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance Requirements

Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed in the "Invitation for Bids" document included in Exhibit B throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (a) Contractor agrees to procure and maintain Comprehensive General Liability ("CGL") covering bodily and personal injury and property damage. This policy shall name the County and its officers and employees as additional insureds. This policy must be on an occurrence basis and must have separate aggregate limits per project. A company authorized to conduct business in the State of Georgia must issue this policy. Coverage must include water damage. Excess liability coverage may be used in combination with the base policy to obtain the limits noted below. Maximum deductibles shall not exceed \$5,000.00. The policy must cover premises-operations,

products and completed operations, broad form contractual, independent contractor and subcontractor, and underground explosion and collapse. The policy must have the following minimum limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- (b) Contractor agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, with a maximum deductible of \$5,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (c) Contractor agrees to procure workers' compensation coverage in accordance with the statutory limits as established by Georgia law.
- (d) Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.
- (e) All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (f) The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Performance Bond and Payment Bond

Pursuant to O.C.G.A. §36-91-70 and O.C.G.A. §36-91-91, Contractor shall purchase a performance bond and a payment bond in the amount of the total amount payable pursuant to this Agreement and shall increase the value of said bond as the amount payable pursuant to this Agreement increases.

14. Warranty

The Contractor shall guarantee all labor and workmanship for a minimum of one (1) year from the date of completion.

15. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly

employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, GA 31202-0247

For Contractor:

G.A. Faulkner, Jr. Company
Attn: G.A. Faulkner, Jr.
PO Box 373
Bolingbroke, GA 31004

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

22. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This provision shall not apply to any delays caused by COVID-19 pandemic conditions.

23. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

24. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

25. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

26. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

27. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

28. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

29. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

30. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

31. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____

G.A. Faulkner, Jr. Company:

By: _____
Date _____

Attested: _____
Date _____

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EXHIBIT A

Train Center - Specification

Attachment B

General Notes to Contractor

1. Contractor shall field verify all items requiring removal and protection with Owner's representative prior to the start of construction.
2. Contractor shall verify locations of existing trees to remain and confirm with Owner if there is any construction that will occur in the area of the tree.
3. Contractor shall have all required locates from utilities complete, prior to the start of construction.
4. Contractor shall thoroughly remove and dispose of all plant material that is in the construction area of the project.
5. Contractor shall be aware that underground improvements may exist that are not shown on the construction plan. These improvements may include debris, pipes, storm drain improvements, and utilities. Contractor shall notify Owner's representative immediately upon finding any of these unknown improvements.
6. Contractor shall not proceed with construction when it is apparent that previously unknown obstructions and /or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's representative for direction. The contractor shall assume responsibility for all necessary revisions and repair costs that are the result of the failure to give notification.
7. Contractor shall be responsible for making themselves familiar with all underground utilities, pipes, and structures. Contractor shall take responsibility for any cost incurred due to damage to utilities.
8. Contractor shall be responsible for securing and properly displaying all governing permits, all required MaconBibb permits.
9. Contractor shall be responsible for coordination of the subcontractors accomplishment of the scope of work. Contractor shall coordinate construction with other trades working on the site simultaneously.
10. All site improvements must be field surveyed and staked by contractor. Owner's representative shall approve staked locations prior to installation.

1.0 CONCRETE DRIVES AND PARKING

1.01 Scope of Work

Work done under this item shall consist of the construction of concrete drives and parking in accordance with these specifications. It shall consist of the removal of obstructions for excavating and filling, for fine grading and compaction of subgrade, and all backfilling necessary to complete the work, including the disposal of surplus material and cleaning up of the work.

A. MATERIALS

1. Concrete - Concrete shall contain cement, coarse aggregate, and fine aggregate with a minimum of 3,000 pounds compressive strength per square inch at 28 days.

2. Water- Water shall be clean and free from salt, oil, or organic substances.

B. CONSTRUCTION METHODS – DRIVES AND PARKING

1. Sub-grade Preparation - The sub-grade for drives and parking shall be formed by excavating to the required depth, and shaped to the proper cross section, and shall be thoroughly compacted by rolling or tamping before placing any concrete to 95 % compaction.

- a. Where tree roots are encountered, they shall be removed to a depth of one foot for the full width of the walk.
- b. All soft and spongy places shall be removed, and all depressions filled with suitable material which shall be thoroughly compacted in layers not exceeding six (6) inches in thickness.

2. Protection of Sub-grade -Ditches and drains shall be provided and maintained to satisfactorily drain the sub-grade. In no case shall concrete be placed on frozen or muddy sub-grade. Sub-grade shall be allowed to dry before placing sidewalk. If ruts are formed in the prepared sub-grade, the sub-grade shall be scarified and thoroughly compacted.

3. Dimensions

The minimum thickness of all parking area shall be a four (4) inches. The minimum thickness for all drive areas shall be five (5) inches.

4. Alignment and Grades

Drives and Parking areas shall be constructed in conformance with the existing grades and grades indicated on the plans.

5. Forms - Forms used in construction drives and parking areas shall be of wood or metal for full depth of the concrete, straight, free from warp, and sufficient strength. They shall be staked securely enough to resist the pressure of the concrete without springing.

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6. Placing Concrete

No concrete shall be placed until the forms and sub-grade have been approved by the Owner's Representative. The concrete shall be placed thereon in one course to the required depth. The concrete shall be thoroughly spaded and rammed and struck off with a template to the required grade and cross section. Successive batches of concrete shall be deposited in a continuous operation until individual sections are completed.

7. Joints

Contraction joints shall be provided uniformly to separate the slab and shall be cut in a straight line to a depth equal to at least one-third (1/3) of the total slab thickness. The maximum distance between transverse expansion joints shall be twenty (20) feet.

8. Finishing

After the freshly poured concrete has been brought to the establishing grade, it shall be floated with a wooden float to produce a surface free from irregularities. The final surface shall be obtained by troweling with a steel trowel or hand float and brushing lightly with a light weight brush in a transverse direction so as to produce a uniform gritty surface of the proper texture. All edges and joints shall be rounded to one-fourth inch (1/4").

No more concrete shall be laid than can be properly finished during daylight.

9. Protection

Immediately after finishing operations have been completed, contractor shall install sufficient barricades, signs, and warning devices to protect the finished concrete.

10. Removal of Forms and Backfilling

After the concrete has set sufficiently, the forms shall removed and the spaces on both sides shall be backfilled with suitable earth, uniformly spread and compacted. The areas between the curb and sidewalk, and immediately back of the sidewalk, shall be left in a smooth, neat, and workmanlike condition.

11. Protection of Concrete

Immediately after the forms have been removed, traffic shall be excluded from crossing the concrete for a period of approximately fourteen days (14) days by erection and maintenance of suitable barricades. The Contractor shall be responsible for any damage resulting from traffic within the fourteen (14) day period and he shall remove and replace any concrete damage.

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12. Removal of Defective Work

The Owner shall have the authority to and shall require the removal of any sidewalk or portion thereof laid under these specifications which does not conform to the requirements as set forth herein. Upon notification in writing by the Owner, the Contractor shall take immediate action to correct the faulty work at his own expense.

13. Cleaning Site

Prior to the acceptance of the work, all surplus and rejected material and unsightly objects such as stones, stumps, limbs, roots, concrete, etc., shall be removed from the site and not be considered complete until all cleaning up has been done and the site is of a neat appearance, with appropriate seeding, fertilizer, etc., completed.

END OF SECTION

2.0 BRICK WALLS, STAIRS, FLAT AREAS FOR SEATING AND CAST STONE CAPS

2.01 Scope of Work

Work done under this item shall consist of the installation of brick faced retaining walls. The side walls shall be stepped up with the existing grades. The steps shall be integrated within brick walls to create level seating areas. Caps on the tops of the seat walls shall be cast stone with a rounded face. This work shall include all excavating and filling, for fine grading and compaction of subgrade, and all backfilling necessary to complete the work, including the disposal of surplus material and cleaning up of the work.

A. MATERIALS

1. Brick – Contractor shall present samples of bricks for selection by Owner's Representative.
2. Cast Stone – Dobson Stone should be used for all cast stone.
3. Concrete Block – Standard concrete block should be used for all retaining walls. These will be faced with brick.

B. CONSTRUCTION METHODS

1. Sub-grade Preparation - The sub-grade for the walls, stairs and seating shall be formed by excavating to the required depth, and shaped to the proper cross section, and shall be thoroughly compacted by rolling or tamping to 95 % compaction.

- a. Where tree roots are encountered, they shall be removed to a depth of one foot for the full width of the walk.

- b. All soft and spongy places shall be removed, and all depressions filled with suitable material which shall be thoroughly compacted in layers not exceeding six (6) inches in thickness.

2. Alignment and Grades

All walls shall be set into the hill with retaining walls creating the areas for steps and seating. Walls, steps and flat areas shall be installed in conformance with the existing grades. .

3. Cleaning Site

Prior to the acceptance of the work, all surplus and rejected material and unsightly objects such as stones, stumps, limbs, roots, concrete, bricks, mortar, etc., shall be removed from the site and not be considered complete until all cleaning up has been done and the site is of a neat appearance.

END OF SECTION

UNDERGROUND IRRIGATION SYSTEM

3.00 IRRIGATION SYSTEM

3.1 SYSTEM DESCRIPTION

A. The sprinkler system shall include sprinklers, valves, piping fittings, controller, wiring, all of sizes and types to cover 100% of all landscape areas as shown on the drawings and specified. This system will be a drip or micro spray system in the landscape

areas. Hard pipe sleeves shall be installed under all concrete as needed to connect the irrigation to all landscape beds.

B. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventer, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

2.2 QUALITY ASSURANCE

A. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

C. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Owner and Contractor for material and equipment.

D. Contractor shall take all necessary measures to protect the existing site conditions and vegetation.

E. Standards of manufacture: Comply with specifications and the standards of the Irrigation Association.

2.3 SUBMITTALS

A. General: Submit in accordance with Product Data, and Samples.

B. Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.

2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.

3. Prior to trenching, Contractor shall submit proposed trenching equipment to Owner for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. Complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques

shall be bound into folders and furnished to the Owner in three (3) copies.
Submission of this information is a requirement for final acceptance.

2.4 SITE CONDITIONS

- A. The Contractor shall examine the site, plans and specifications.
- B. It shall be the Contractor's responsibility to report in writing to the Owner any deviations between drawings, specification, and the site. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.
- C. The Contractor, upon completion of installation shall adjust the sprinkler heads and automatic equipment, to provide optimum performance.
- D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package.

2.5 PIPE AND FITTINGS

- A. The irrigation system shall have pipes sized to provide the required irrigation coverage. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.
- B. All piping (2 1/2") two and one half inches and larger will be equipped for solvent weld.
- C. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal.
- E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles, and dents.
- F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld. NO fitting made of other material shall be used except as hereinafter specified.

2.6 SLEEVES

- A. All sleeves shall be Class 200 PVC or stronger. Irrigation Contractor shall provide the material to the grading / concrete contractor. Irrigation Contractor shall clearly mark the locations for the installation of sleeves.
- B. All sleeves shall be installed under proposed pavement areas prior to sub grade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

2.7 CONTROL SYSTEM

A. The location of the automatic controllers shall be recommended by the Irrigation Contractor and approved by the Owner.

B. Install Rain Check or Mini-Click type shut off device to override the control timer in the event of rain.

2.8 CONTROL WIRE

A. Control wire shall be type UF, UL approved, for direct burial and shall be gauge 14 or larger for the control wire and gauge 12 or larger for common wire.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable.

2.9 IRRIGATION VALVES

A. Zone Control Valves - Globe-type diaphragm valves of normally closed design, with bronze bodies and covers. Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resin within a plastic-coated stainless steel housing. Solenoids shall be completely -waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each valve.

2.10 VALVE BOXES

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

2.11 EXCAVATION AND BACKFILL

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall

contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

B. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

2.13 INSTALLATION OF PLASTIC PIPE

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

2.14 CONTROLLER AND ELECTRICAL CONNECTIONS

A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. Controllers and valves shall be from the same company e.g. (Hunter, Rain Bird, Toro or approved equal).

F. 120 VAC electrical power supply to the controller location shall be supplied by others.

2.15 FLUSHING AND TESTING

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of

sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be tested under normal water pressure for a period of twelve (12) hours. If leaks occur, repair and repeat the test.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation. Minor adjustments, during the guarantee period, will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

2.16 CODES AND ORDINANCES

A. All materials and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations.

2.17 PERMITS AND FEES

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor. '

2.18 WARRANTY AND GUARANTEE

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one-year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

END OF SECTION

LANDSCAPE PLANTING and GRASSING

3.01 SUBMITTALS

A. General Requirements:

1. Plant Material Photographs:

- a. At least 14 days prior to submittal of plant material location data, submit color photographs each of representative plants of each type of plant material.
- b. Include a scale object in each photograph such as a ruler or person.

B. Plant Material Location Data Including the Following:

- 1 Quantities of each plant material type at each nursery or other place of growth.
2. Address, phone number, and contact person for each nursery or other place of growth.

C. Test Reports: Soil percolation test results keyed to location plan.

3.02 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Meet requirements of applicable laws, codes, and regulations required by authorities having jurisdiction over Work.
2. Provide for inspections and permits required by federal, state and local authorities in furnishing, transporting, and installing materials.

3.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handling Plants:

1. Do not lift or handle container plants by tops, stems, or trunks at any time.
2. Do not bind or handle plants with wire or rope at any time.

B. Digging Plants: Dig ball and burlap plants with firm, natural balls of earth of diameter meeting requirements of ANSI Z60.1 and of sufficient depth to include the fibrous and feeding roots.

C. Plant Storage Prior to Installation:

1. Protect plant root balls from sun and drying, winds.
2. Keep root balls moist.
3. Keep sun-sensitive plants shaded.
4. Anchor plants to prevent damage from strong winds.

3.04 SITE CONDITIONS

A. Existing Conditions:

1. Review and clearly mark in field horizontal and vertical locations of public existing underground utilities and structures with respective utility companies.
2. Review and clearly mark in field horizontal and vertical locations of private underground utilities and structures with the Owner.

3.05 WARRANTY

- A. Trees, Shrubs and Ground Covers: Warrant that trees, shrubs and ground covers will be healthy and in vigorous, flourishing condition of active growth one year from date of Final Completion.
- B. Delays: Delays in completion of planting operations, which extend the planting into more than one planting season, shall extend the Warranty Period correspondingly.
- C. Condition of Plants: Plants shall be free of dead or dying branches and branch tips, with foliage of a normal density, size, and color.

D. Incorrect Materials:

1. During Warranty Period, replace at no cost to the Owner, plants revealed as being untrue to name.
2. Provide replacements of a size and quality to match the planted materials at the time the mistake is discovered.

E. Replacements:

1. As soon as weather conditions permit, replace, without cost to the Owner, dead plants and plants not in a vigorous, thriving condition, as determined by the Engineer during and at the end of Warranty Period.

2. Apply requirements of this Specification to replacements.

F. Exceptions: Contractor shall not be held responsible for failures due to neglect by the Owner, vandalism, and other causes outside the Contractor's control.

3.06 MAINTENANCE

- A. Contractor shall maintain all plant material for the construction period.

3.07 SUBSTITUTIONS

A. Plant Substitutions:

1. Accepted substituted plants shall be true to species and variety and shall conform to measurements specified except that plants larger than specified may be used if accepted. All substitutions must be approved by the Engineer in writing.
2. Use of such plants shall not increase Contract price.
3. If larger plants are accepted, increase the ball of earth in proportion to the size of the plant.

3.08 MATERIALS

A. Plants:

1. Growing Practices: Nursery grown in accordance with good horticultural industry practices.
2. Nomenclature: Meet requirements of ICBN and ICNCP.
3. Climatic Growing Conditions: Grown under climatic conditions like those of project for at least two years unless otherwise accepted.
4. Container Growth Limitations: Container stock shall have been grown in the containers in which delivered for at least six months, but not over two years.
5. Root Ball Size: Meet requirements of ANSI 260.1 and the American Association of Nurserymen.
6. Appearance: Exceptionally heavy, symmetrical, tightly knit, so trained or favored in development and appearance as to be superior in form, number of branches, compactness, and symmetry.
7. Vigor: Sound, healthy and vigorous, well branched and densely foliated when in leaf
1. Disease and Pests: Free of disease, insect pests, eggs, or larvae.
9. Condition of Root System: Healthy well-developed root system, free of kinked; circling, girdling and center roots, root-bound condition and cracked or broken - root balls.
10. Measurements: Measure plants when branches are in their normal upright position.
11. Height and Spread Dimensions: Height and spread dimensions specified refer to main body of plant and not branch tip to tip.
12. Caliper: Take caliper measurement at a point on the trunk 6 inches above natural ground line for trees up to 4 inches in caliper, and at a point 12 inches above the natural ground line for trees over 4 inches in caliper.
13. Pruning: Do not prune, thin or shape plants before delivery without acceptance.
14. Unacceptable Conditions: Multiple leaders, unless specified, damaged or crooked leaders, bark abrasions, sun-scalds, disfiguring knots, or fresh cuts of limbs over 3/4 inch diameter which have not completely callused.

- A. Water: Clean, fresh and potable. Available at the site.
- B. Mulch: Pine Straw.
- C. Amended Backfill Mix: 1/3 native soil, 1/3 cow manure and 1/3 Nature's Helper or an approved equal.

3.09 EXCAVATION OF PLANT PITS

- A. Equipment: Excavate pits with a backhoe, auger or hand digging.
- B. Plant Pit Size: Minimum Standard

1. All plant pits must be excavated to a depth that is 12" below the depth of the root ball or container size of the plant.
2. The width of all plant pits is to be double the widest width size of the root ball or double the width of the container.

3.10 PLANTING AND BACKFILL OPERATIONS

A. Protection of Plants Prior to Installation:

1. Protect plant root balls from sun or drying winds.
2. Keep root balls of plants that cannot be planted immediately upon delivery in the shade, well protected and well watered.

B. Removal of Containers:

1. Remove canned stock carefully after cans have been cut on two sides with accepted cutter.
2. Do not use spade to cut containers.

C. Scarification: After removing plant from container, scarify side of root ball to prevent root-bound condition.

D. Unamended Backfill Placement:

1. To allow for settlement, fill bottom of the pits with unamended topsoil to a level that will place the top of the root ball 1 inch above finish grade when the planting is installed.
2. Set plants higher if more settlement is anticipated.

E. Unamended Backfill Compaction: Compact unamended topsoil by saturating the entire plant pit with water.

F. Unamended Backfill Filling of Settlement: Fill settled topsoil as required to bring top of soil to a level that places the top of the root ball even with finish grade.

G. Plant Placement: Handling plant carefully, set plant root ball on unamended topsoil. Set root ball so that when backfilled the top of the root ball will be even with or slightly above finished grade.

H. Removal of Root Ball Wrapping Materials: Remove burlap, nylon cord, twine and cut wire baskets back to below finished grade prior to backfilling.

I. Amended Backfill Mix Placement:

1. Complete filling pit until top of amended backfill mix is even with top of root ball.
2. Place mix carefully as not to damage the plant root ball, trunk, branches, or foliage.

J. Settled Plant Adjustment: Raise plant root balls which settle below finish grade so that top of root balls are even with or slightly adjacent finish grade.

K. Final Filling of Settlement: Fill settled backfill mix with additional soil mix as required to bring it even with top of root ball.

L. Final Compaction: Compact soil mix by saturating with water.

3.11 GRASS - SOD

A. Sod variety shall be determined by Owner's Representative.

B. Synthetic Grass is to be used between the walls and seating areas. The artificial grass specification shall be confirmed by the Owner's Representative. Contractor shall provide samples of artificial grass based on cost and durability.

3.12 EXAMINATION

A. General: Examine site and verify that conditions are suitable to receive Work and that no defects or errors are present which would cause defective installation of products or cause latent defects in workmanship and function.

B. Verification of Surface Drainage: Verify positive surface drainage of areas to be grassed.

C. Notification: Before proceeding with Work, notify the Owner's Representative immediately if any unsuitable conditions exist.

3.11 PREPARATION

A. Fine Grading, Base for Artificial Grass, and Soil Preparation: Landscape Contractor shall undertake all fine grading and soil preparation work needed for a complete project.

B. Protection of Existing Conditions:

1. Use every possible precaution to prevent damage to existing conditions such as structures, utilities, plant materials and walks on or adjacent to the site of the Work.

2. Provide barricades, fences, or other barriers to protect existing conditions to remain from damage during construction.

3. Do not store materials or equipment, permit burning, or operate or park equipment under the branches of existing plants to remain.

4. Submit written notification of damaged plants and structures to the Owner immediately.

3.12 GRASS LIMIT LINE

A. Artificial Turf – Synthetic shall be installed per manufacturer's instructions in the two sections between brick walls -marked on the site plan.

B. Sod – shall be installed and irrigated in all disturbed areas that can be maintained as grass. Contractor shall mark the areas to be sodded and confirm with Owner's Representative that the area to be sodded is correct.

3.13 MULCH INSTALLATION

A. Depth: Install a 3-inch deep layer of mulch over all disturbed areas that are not covered in grass / sod and that are too steep for mowing.

B. Mulch Material – Owner’s Representative will determine areas that will be covered with Pine Straw mulch and areas covered in Wheat Straw.

END OF SECTION

ELECTRICAL - LIGHTING

5.0 SCOPE OF WORK

- A. This section includes providing all electrical work needed for lighting for the Plaza, which includes lights and poles – Macon fixture, outdoor power at the Plaza for events, outdoor 4 quad boxes, power to the cast stone benches for LED lighting and power as needed for irrigation controller. Light fixture locations are included on the plan. A new service will be needed for the Plaza and shall have capacity for future alley lighting as shown on the plan.

5.01 PRODUCTS

- A. Power for the Plaza – waterproof and lockable boxes for power as needed for events. There will be a total of five (5) boxes around the Plaza. Locations on the plans. .
- B. Light Fixtures – The fixtures for this project will be the Macon Fixture that has been approved by Macon-Bibb Facilities in conjunction with agreements with Phillips. Specification will be attached to this Section.
- C. LED Light strips – as shown in plan detail will be attached at the base of the cast stone benches.

5.02 EXECUTION

- A. Handle and store the fixtures according to the manufacturer's recommendations.
- B. Coordinate with concrete contractor for the installation of the needed footings for the light poles and fixtures.
- C. Sleeves – the LED lighting will be separated by concrete. Sleeves will be required to run power to the benches. The sleeves shall be installed with the Irrigation sleeving. Electrical Contractor shall coordinate with Contractor and Landscape Contractor to insure efficient and cohesive installation. Fill and compaction is required for these contractors and electrical contractor shall adhere to the requirements.
- D. Place and install lighting in locations indicated on the drawings. Installation of lighting shall be completed as per the manufacturer's instructions and in coordination with Macon-Bibb Facilities Department.

END OF SECTION

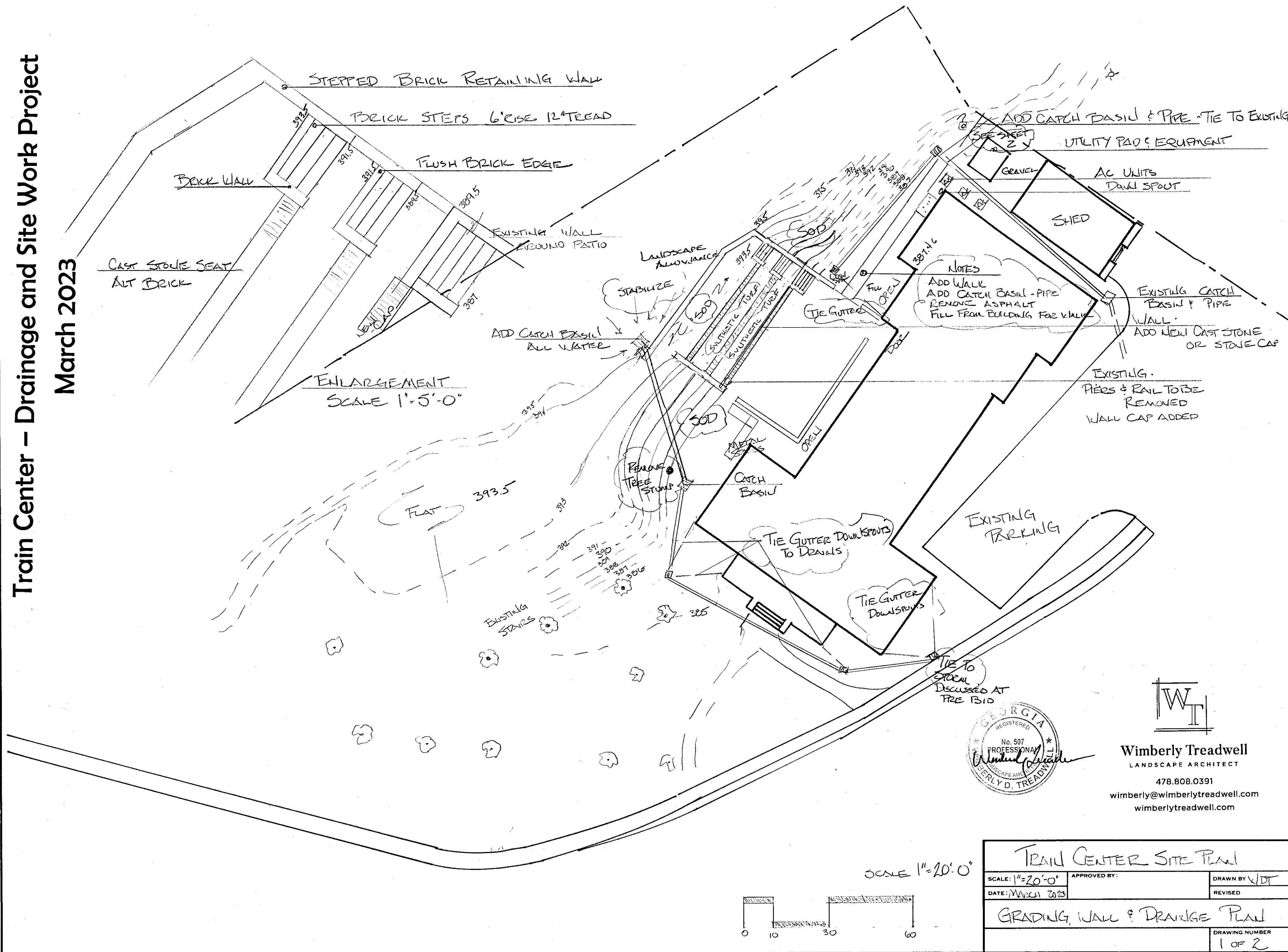
Train Center – Drainage and Site Work Project
715 Oglethorpe Street Macon, Ga 31201
March 2023



Wimberly Treadwell
LANDSCAPE ARCHITECT
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wimberlytreadwell.com

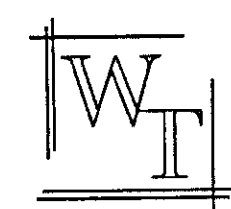
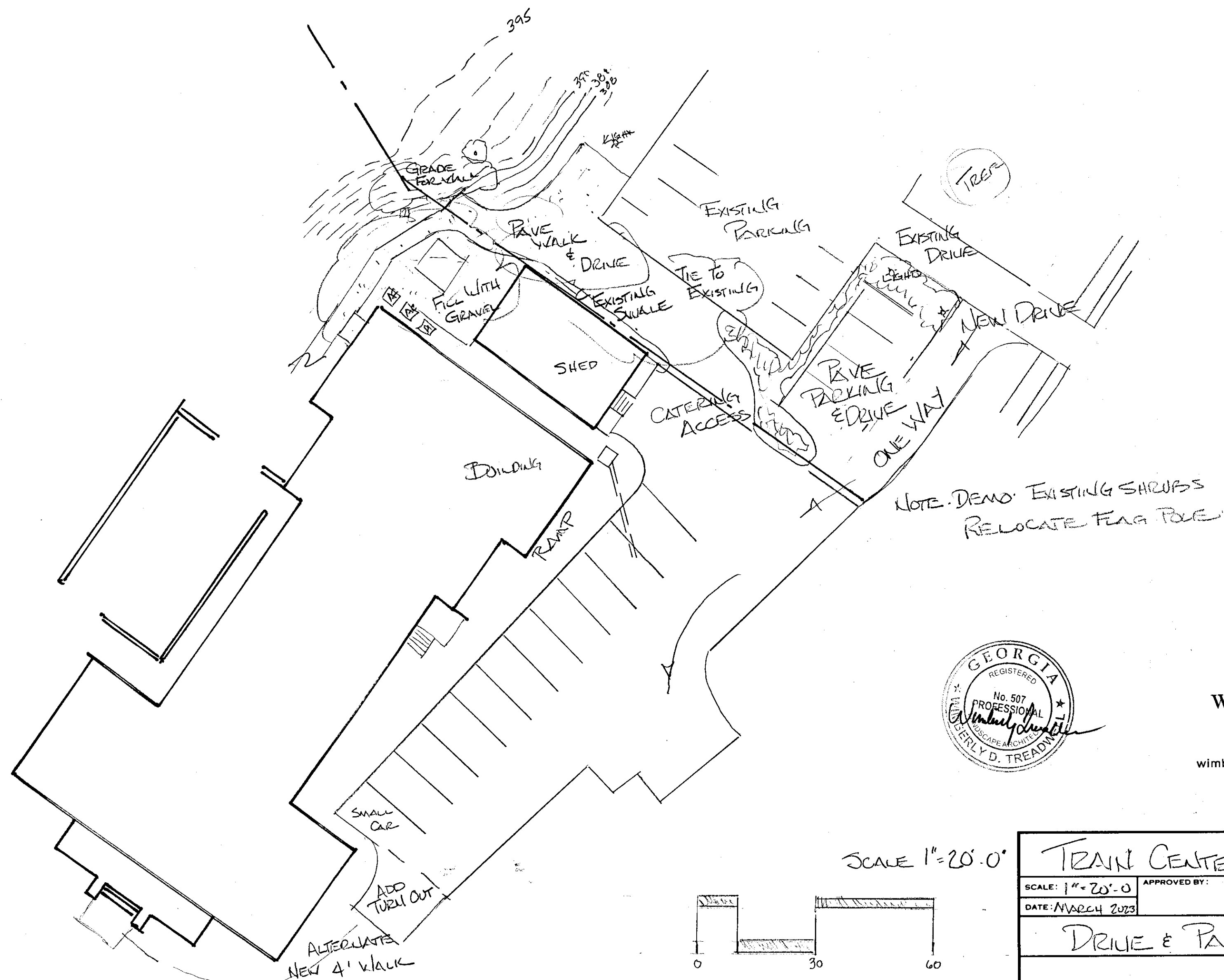
Train Center - Drainage and Site Work Project

March 2023



Train Center – Drainage and Site Work Project

March 2023



Wimberly Treadwell
 LANDSCAPE ARCHITECT
 478.808.0391
 wimberly@wimberlytreadwell.com
 wimberlytreadwell.com

TRAIN CENTER SITE PLAN		
SCALE: 1" = 20'-0"	APPROVED BY:	DRAWN BY: W.T.
DATE: MARCH 2023		REVISED:
DRIVE & PARKING		
DRAWING NUMBER		2 of 2

EXHIBIT B



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Train Center Site Improvement

90930

90976

BID NUMBER: 23-041-LH

ISSUED: **May 1, 2023**

BIDS DUE NO LATER THAN 12:00 NOON ON **THURSDAY, JUNE 1, 2023**

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Government Center Annex
Macon, Georgia 31201

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FORMS PROVIDED:

BID FORM
BIDDER QUALIFICATION FORM
FINANCIAL & LEGAL STABILITY STATEMENT
LIST OF SUB-CONTRACTORS
BIDDER MINORITY PARTICIPATION GOAL
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-VERIFY) AFFIDAVIT

ATTACHMENTS:

A – ATTACHMENT A-UPDATES
B – SPECIFICATIONS
C – PLANS & DRAWINGS

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Train Center Site Improvement

I. GENERAL

A. Invitation

1. Notice is hereby given that Macon-Bibb County will receive sealed bids in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, **June 1, 2023, for Train Center Site Improvement** for the Macon-Bibb County, Macon, Bibb County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened **Thursday, June 1, 2023, at 2:00 PM** in the Macon-Bibb Procurement Conference Room located on the 3rd Floor, Suite 306, City Hall, 700 Poplar Street Macon, Georgia, 31201.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Charise Stephens, Director of Small Business Affairs at (478) 300-2297 or cstephens2@maconbibb.us.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Pre-Bid

1. **A pre-bid conference is scheduled for 2:00 p.m., Wednesday, May 10, 2023, Macon Train Center, 715 Oglethorpe Street, Macon, Georgia 31201. This pre-bid is mandatory; contractor must be present in order to submit a response.**

The Deadline for Questions is Friday, May 12, 2023, at 3:00 PM EDT

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.

E. Sealed Bids

1. Envelopes shall be identified on the outside as
“Bid #23-041-LH, Train Center Site improvement”
and delivered by hand or mailed to:
Macon-Bibb County Procurement Department
Suite 308, 700 Poplar Street
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

G. Contract Award

1. The contract, if awarded, will be based on total price per line item.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Surety

1. Whereas the anticipated contracted price exceeds \$5,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one hundred percent (100%) of the contract price.

a) Bonding company/Surety shall be:

- (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
- (2) Licensed to do business in the State of Georgia.

I. Payment Conditions

1. The County Inspector will collect material tickets, measure and inspect work completed to date on said job and report to the Project Manager for payment.
2. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
3. Change orders are issued for any variance from contract or plan sheets.
4. Any unauthorized work or material change will not be paid for unless a change order has been issued.

J. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

K. Insurance

1. Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia.
2. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract.
3. Macon-Bibb County shall be named as additional insured on the policy.
4. Coverage shall include water damage.
5. Contractor is responsible for any and all deductibles.
6. Required coverage:
 - a) Worker's Compensation: Statutory
 - b) General Liability:
 - (1) \$1,000,000.00 combined single limit for B.I., P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Premises – Operations
 - (b) Products & Completed Operations
 - (c) Broad form Contractual
 - (d) Independent Contractor and Subcontractor
 - (e) Underground explosion and collapse
 - c) Automobile Liability:
 - (1) \$1,000,000.00 combined single limit for B.I. and P.D.
 - (2) Maximum deductible: \$5,000.00
 - (3) To include:
 - (a) Owned Automobiles
 - (b) Hired Automobiles
 - (c) Non-Owned Automobiles

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. “Owner” refers to the public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed. The Train Center is solely owned by Macon-Bibb County. Karol Kelly, Macon-Bibb - County Extension Coordinator is the responsible party for Macon-Bibb County for this project.
2. Wherever the term “Engineer” occurs in these specifications, shall refer to W.T.. Designs, Wimberly Treadwell., The Engineer Appointed by Owner as such, and to its properly authorized agents limited by the duties entrusted to them.
3. “Contractor” or “General Contractor” shall mean the individual, firm or corporation undertaking the execution of the Work under the terms of the contract and acting through its agents and employees.
4. Whenever the term “Work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, supervision necessary to complete the contract.

B. Related Documents

1. Specifications (Attachment “B”)
2. Design Drawings (Attachment “C”)
3. Bid Form
4. Bidder’s Qualification Form
5. Financial & Legal Stability Statement
6. Bidder MBE Plan Form
7. List of Sub-contractors
8. Bond Forms
9. E-Verify Affidavit
10. Title VI non-discrimination Notice

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents; and,
 - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than **Friday, May 5, 2023, by 3:00 PM** via email to lhardwick@maconbibb.us.
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications, or corrections.
 - b) Addenda will become part of the Contract Documents when the Construction Contract is executed.

E. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form
 - b) Bidder's Qualification Form
 - c) Financial & Legal Stability Statement
 - d) List of Sub-Contractors
 - e) Minority Participation Goal
 - f) Bid Bond in amount of 5% of the total base bid
 - g) E-Verify Affidavit

F. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due, or which may become due the contractor under this contract.

E. Underground Utilities

1. The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain, and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Erosion Control

1. Erosion control measures will be required for this project and Contractor shall refer to "Manual for Erosion and Sediment Control in Georgia" prior to any grading or construction activities. All activities involving erosion measures and construction must be approved by Macon-Bibb Engineering Department in coordination with Macon-Bibb Parks and Beautification.

H. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

I. Material Disposal

1. The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.
 - a) Such items shall be disposed of off the premises.
 - b) Burning of material on the site will not be permitted.
 - c) All costs of removing trash shall be the responsibility of the Contractor.
 - d) Place and method of disposal shall be the responsibility of the Contractor.

J. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

K. Liquidated Damages

1. Liquidated damages in the amount of **\$75** shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

L. Inspection

1. The Engineer may appoint inspectors to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Engineer.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Engineer shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Engineer and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. The intent of this specification is for the Train Center Site Improvements for Macon-Bibb County and County Extension Office, Macon, Georgia. Parks and Beautification of Macon-Bibb County will provide over sight of the project.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment "B"- Specifications, attached hereto and incorporated herein.

C. Schedule

1. The contractor shall commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within ninety (90) calendar days following the Notice to Proceed. This time includes weather delays of 3 workdays. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

- D. WARRANTY The Contractor shall guarantee all labor and workmanship for minimum of one (1) year (s) from date of completion.

TRAIN CENTER SITE IMPROVEMENTS

In compliance with your Advertisement for Bids, the undersigned, hereinafter termed the Bidder, proposes to enter a contract with Macon-Bibb to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, for the following prices:

The Bidder has carefully examined and fully understands the Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with Macon-Bibb in full conformance with the Contract Documents.

The scope of the project includes the grading and construction of improvements on the site of the Train Center and adjoining property owned by Macon-Bibb. The project includes the construction of terraced seating, retaining walls, grading installation of catch basins and piping to resolve existing water problems, the construction of drives and parking that is needed in conjunction with the programming of the facility, irrigation and grassing and a landscape allowance. Contractor will provide soil and erosion control measures required for this construction project. The contractor is responsible for the demolition and removal of existing materials.

This proposal includes a Base Bid and Add Alternates. The Add Alternates will be selected to be included in the Contract based on the Budget. The undersigned Bidder proposes to construct the following items for the following prices, which will include all materials, labor, overhead, profit, and expenses.

PROJECT SCOPE CONSTRUCTION OF SITE IMPROVEMENTS FOR THE TRAIN CENTER LOCATED AT 715 OGLETHORPE STREET, MACON, GEORGIA

GRADING COMPLETE

Includes the installation of required erosion and sedimentation control measures, the demolition of existing site features as shown on the plans and the regrading of the site. All preparation for construction of walls and seating, catch basins and piping and irrigation and grassing.

CONSTRUCTION OF ALL WALLS, SEATING, STEPS AND DRAINAGE

This includes the construction of all site improvements to the rear of the building that is shown on Sheet 1 of the plans. All walls shall be installed with drainage of the site as a priority. All finish grading of disturbed areas shall be graded to the new catch basins. Catch basins will be tied together with pipes of adequate size to carry the amount of water generated in a significant storm event. This shall all be tied to the existing Storm Water system of Macon-Bibb – MWA.

IRRIGATION, SOD AND ARTIFICIAL TURF INSTALLATION

Irrigation Installation - Includes the installation of an irrigation system that will cover all Landscape areas and grass areas.

MULCH INSTALLATION

All areas that are disturbed by construction and that do not receive grass will be covered with mulch. The Owner's Representative shall work with the contractor to determine the appropriate mulch to stabilize all disturbed areas of the site.

BID FORM

TOTAL BASE BID \$ _____

ADD and DEDUCTIVE ALTERNATES: These Alternates are not listed in order, will be selected as the budget allows.

- A. LANDSCAPE INSTALLATION
Landscape Installation includes the cost for the complete installation of plant material. Due to the time of year this project will install, the landscape planting will be an allowance not included in the contract. The Owner's Representative – UGA Extension office will complete the landscape planting in the Fall of 2023 at a time that is suitable for the installation of landscape planting. \$ _____
- B. CONCRETE DRIVES AND PARKING AREA
This includes the grading, forming, installation and finishing of all new concrete drives and parking areas. \$ _____

Signed, Sealed, and dated this _____ Day of 2023

Bidder's Signature:

Company Name:

Re: Train Center Site Improvements
Macon-Bibb County City Hall
Procurement Department, Suite 308
700 Poplar Street
Bibb County, Georgia 31201

1. We have examined the Specifications, related documents, and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within sixty (60) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.
8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS

TYPE OF WORK

% of Contract

[illegible]

Contractor Name

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



**Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ (Proceed to Section 3)

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

Train Center - Specification

Attachment B

General Notes to Contractor

1. Contractor shall field verify all items requiring removal and protection with Owner's representative prior to the start of construction.
2. Contractor shall verify locations of existing trees to remain and confirm with Owner if there is any construction that will occur in the area of the tree.
3. Contractor shall have all required locates from utilities complete, prior to the start of construction.
4. Contractor shall thoroughly remove and dispose of all plant material that is in the construction area of the project.
5. Contractor shall be aware that underground improvements may exist that are not shown on the construction plan. These improvements may include debris, pipes, storm drain improvements, and utilities. Contractor shall notify Owner's representative immediately upon finding any of these unknown improvements.
6. Contractor shall not proceed with construction when it is apparent that previously unknown obstructions and /or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's representative for direction. The contractor shall assume responsibility for all necessary revisions and repair costs that are the result of the failure to give notification.
7. Contractor shall be responsible for making themselves familiar with all underground utilities, pipes, and structures. Contractor shall take responsibility for any cost incurred due to damage to utilities.
8. Contractor shall be responsible for securing and properly displaying all governing permits, all required MaconBibb permits.
9. Contractor shall be responsible for coordination of the subcontractors accomplishment of the scope of work. Contractor shall coordinate construction with other trades working on the site simultaneously.
10. All site improvements must be field surveyed and staked by contractor. Owner's representative shall approve staked locations prior to installation.

1.0 CONCRETE DRIVES AND PARKING

1.01 Scope of Work

Work done under this item shall consist of the construction of concrete drives and parking in accordance with these specifications. It shall consist of the removal of obstructions for excavating and filling, for fine grading and compaction of subgrade, and all backfilling necessary to complete the work, including the disposal of surplus material and cleaning up of the work.

A. MATERIALS

1. Concrete - Concrete shall contain cement, coarse aggregate, and fine aggregate with a minimum of 3,000 pounds compressive strength per square inch at 28 days.

2. Water- Water shall be clean and free from salt, oil, or organic substances.

B. CONSTRUCTION METHODS – DRIVES AND PARKING

1. Sub-grade Preparation - The sub-grade for drives and parking shall be formed by excavating to the required depth, and shaped to the proper cross section, and shall be thoroughly compacted by rolling or tamping before placing any concrete to 95 % compaction.

- a. Where tree roots are encountered, they shall be removed to a depth of one foot for the full width of the walk.
- b. All soft and spongy places shall be removed, and all depressions filled with suitable material which shall be thoroughly compacted in layers not exceeding six (6) inches in thickness.

2. Protection of Sub-grade -Ditches and drains shall be provided and maintained to satisfactorily drain the sub-grade. In no case shall concrete be placed on frozen or muddy sub-grade. Sub-grade shall be allowed to dry before placing sidewalk. If ruts are formed in the prepared sub-grade, the sub-grade shall be scarified and thoroughly compacted.

3. Dimensions

The minimum thickness of all parking area shall be a four (4) inches. The minimum thickness for all drive areas shall be five (5) inches.

4. Alignment and Grades

Drives and Parking areas shall be constructed in conformance with the existing grades and grades indicated on the plans.

5. Forms - Forms used in construction drives and parking areas shall be of wood or metal for full depth of the concrete, straight, free from warp, and sufficient strength. They shall be staked securely enough to resist the pressure of the concrete without springing.

.

6. Placing Concrete

No concrete shall be placed until the forms and sub-grade have been approved by the Owner's Representative. The concrete shall be placed thereon in one course to the required depth. The concrete shall be thoroughly spaded and rammed and struck off with a template to the required grade and cross section. Successive batches of concrete shall be deposited in a continuous operation until individual sections are completed.

7. Joints

Contraction joints shall be provided uniformly to separate the slab and shall be cut in a straight line to a depth equal to at least one-third (1/3) of the total slab thickness. The maximum distance between transverse expansion joints shall be twenty (20) feet.

8. Finishing

After the freshly poured concrete has been brought to the establishing grade, it shall be floated with a wooden float to produce a surface free from irregularities. The final surface shall be obtained by troweling with a steel trowel or hand float and brushing lightly with a light weight brush in a transverse direction so as to produce a uniform gritty surface of the proper texture. All edges and joints shall be rounded to one-fourth inch (1/4").

No more concrete shall be laid than can be properly finished during daylight.

9. Protection

Immediately after finishing operations have been completed, contractor shall install sufficient barricades, signs, and warning devices to protect the finished concrete.

10. Removal of Forms and Backfilling

After the concrete has set sufficiently, the forms shall removed and the spaces on both sides shall be backfilled with suitable earth, uniformly spread and compacted. The areas between the curb and sidewalk, and immediately back of the sidewalk, shall be left in a smooth, neat, and workmanlike condition.

11. Protection of Concrete

Immediately after the forms have been removed, traffic shall be excluded from crossing the concrete for a period of approximately fourteen days (14) days by erection and maintenance of suitable barricades. The Contractor shall be responsible for any damage resulting from traffic within the fourteen (14) day period and he shall remove and replace any concrete damage.

.

12. Removal of Defective Work

The Owner shall have the authority to and shall require the removal of any sidewalk or portion thereof laid under these specifications which does not conform to the requirements as set forth herein. Upon notification in writing by the Owner, the Contractor shall take immediate action to correct the faulty work at his own expense.

13. Cleaning Site

Prior to the acceptance of the work, all surplus and rejected material and unsightly objects such as stones, stumps, limbs, roots, concrete, etc., shall be removed from the site and not be considered complete until all cleaning up has been done and the site is of a neat appearance, with appropriate seeding, fertilizer, etc., completed.

END OF SECTION

2.0 BRICK WALLS, STAIRS, FLAT AREAS FOR SEATING AND CAST STONE CAPS

2.01 Scope of Work

Work done under this item shall consist of the installation of brick faced retaining walls. The side walls shall be stepped up with the existing grades. The steps shall be integrated within brick walls to create level seating areas. Caps on the tops of the seat walls shall be cast stone with a rounded face. This work shall include all excavating and filling, for fine grading and compaction of subgrade, and all backfilling necessary to complete the work, including the disposal of surplus material and cleaning up of the work.

A. MATERIALS

1. Brick – Contractor shall present samples of bricks for selection by Owner's Representative.
2. Cast Stone – Dobson Stone should be used for all cast stone.
3. Concrete Block – Standard concrete block should be used for all retaining walls. These will be faced with brick.

B. CONSTRUCTION METHODS

1. Sub-grade Preparation - The sub-grade for the walls, stairs and seating shall be formed by excavating to the required depth, and shaped to the proper cross section, and shall be thoroughly compacted by rolling or tamping to 95 % compaction.

- a. Where tree roots are encountered, they shall be removed to a depth of one foot for the full width of the walk.

- b. All soft and spongy places shall be removed, and all depressions filled with suitable material which shall be thoroughly compacted in layers not exceeding six (6) inches in thickness.

2. Alignment and Grades

All walls shall be set into the hill with retaining walls creating the areas for steps and seating. Walls, steps and flat areas shall be installed in conformance with the existing grades. .

3. Cleaning Site

Prior to the acceptance of the work, all surplus and rejected material and unsightly objects such as stones, stumps, limbs, roots, concrete, bricks, mortar, etc., shall be removed from the site and not be considered complete until all cleaning up has been done and the site is of a neat appearance.

END OF SECTION

UNDERGROUND IRRIGATION SYSTEM

3.00 IRRIGATION SYSTEM

3.1 SYSTEM DESCRIPTION

A. The sprinkler system shall include sprinklers, valves, piping fittings, controller, wiring, all of sizes and types to cover 100% of all landscape areas as shown on the drawings and specified. This system will be a drip or micro spray system in the landscape

areas. Hard pipe sleeves shall be installed under all concrete as needed to connect the irrigation to all landscape beds.

B. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventer, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

2.2 QUALITY ASSURANCE

A. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

C. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Owner and Contractor for material and equipment.

D. Contractor shall take all necessary measures to protect the existing site conditions and vegetation.

E. Standards of manufacture: Comply with specifications and the standards of the Irrigation Association.

2.3 SUBMITTALS

A. General: Submit in accordance with Product Data, and Samples.

B. Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.
2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.
3. Prior to trenching, Contractor shall submit proposed trenching equipment to Owner for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. Complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques

shall be bound into folders and furnished to the Owner in three (3) copies.
Submission of this information is a requirement for final acceptance.

2.4 SITE CONDITIONS

- A. The Contractor shall examine the site, plans and specifications.
- B. It shall be the Contractor's responsibility to report in writing to the Owner any deviations between drawings, specification, and the site. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.
- C. The Contractor, upon completion of installation shall adjust the sprinkler heads and automatic equipment, to provide optimum performance.
- D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package.

2.5 PIPE AND FITTINGS

- A. The irrigation system shall have pipes sized to provide the required irrigation coverage. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.
- B. All piping (2 1/2") two and one half inches and larger will be equipped for solvent weld.
- C. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal.
- E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles, and dents.
- F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld. NO fitting made of other material shall be used except as hereinafter specified.

2.6 SLEEVES

- A. All sleeves shall be Class 200 PVC or stronger. Irrigation Contractor shall provide the material to the grading / concrete contractor. Irrigation Contractor shall clearly mark the locations for the installation of sleeves.
- B. All sleeves shall be installed under proposed pavement areas prior to sub grade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

2.7 CONTROL SYSTEM

A. The location of the automatic controllers shall be recommended by the Irrigation Contractor and approved by the Owner.

B. Install Rain Check or Mini-Click type shut off device to override the control timer in the event of rain.

2.8 CONTROL WIRE

A. Control wire shall be type UF, UL approved, for direct burial and shall be gauge 14 or larger for the control wire and gauge 12 or larger for common wire.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable.

2.9 IRRIGATION VALVES

A. Zone Control Valves - Globe-type diaphragm valves of normally closed design, with bronze bodies and covers. Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resin within a plastic-coated stainless steel housing. Solenoids shall be completely -waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each valve.

2.10 VALVE BOXES

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

2.11 EXCAVATION AND BACKFILL

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall

contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

B. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

2.13 INSTALLATION OF PLASTIC PIPE

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

2.14 CONTROLLER AND ELECTRICAL CONNECTIONS

A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. Controllers and valves shall be from the same company e.g. (Hunter, Rain Bird, Toro or approved equal).

F. 120 VAC electrical power supply to the controller location shall be supplied by others.

2.15 FLUSHING AND TESTING

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of

sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be tested under normal water pressure for a period of twelve (12) hours. If leaks occur, repair and repeat the test.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation. Minor adjustments, during the guarantee period, will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

2.16 CODES AND ORDINANCES

A. All materials and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations.

2.17 PERMITS AND FEES

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor. '

2.18 WARRANTY AND GUARANTEE

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one-year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

END OF SECTION

LANDSCAPE PLANTING and GRASSING

3.01 SUBMITTALS

A. General Requirements:

1. Plant Material Photographs:

- a. At least 14 days prior to submittal of plant material location data, submit color photographs each of representative plants of each type of plant material.
- b. Include a scale object in each photograph such as a ruler or person.

B. Plant Material Location Data Including the Following:

- 1 Quantities of each plant material type at each nursery or other place of growth.
2. Address, phone number, and contact person for each nursery or other place of growth.

C. Test Reports: Soil percolation test results keyed to location plan.

3.02 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Meet requirements of applicable laws, codes, and regulations required by authorities having jurisdiction over Work.
2. Provide for inspections and permits required by federal, state and local authorities in furnishing, transporting, and installing materials.

3.03 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handling Plants:

1. Do not lift or handle container plants by tops, stems, or trunks at any time.
2. Do not bind or handle plants with wire or rope at any time.

B. Digging Plants: Dig ball and burlap plants with firm, natural balls of earth of diameter meeting requirements of ANSI Z60.1 and of sufficient depth to include the fibrous and feeding roots.

C. Plant Storage Prior to Installation:

1. Protect plant root balls from sun and drying, winds.
2. Keep root balls moist.
3. Keep sun-sensitive plants shaded.
4. Anchor plants to prevent damage from strong winds.

3.04 SITE CONDITIONS

A. Existing Conditions:

1. Review and clearly mark in field horizontal and vertical locations of public existing underground utilities and structures with respective utility companies.
2. Review and clearly mark in field horizontal and vertical locations of private underground utilities and structures with the Owner.

3.05 WARRANTY

- A. Trees, Shrubs and Ground Covers: Warrant that trees, shrubs and ground covers will be healthy and in vigorous, flourishing condition of active growth one year from date of Final Completion.
- B. Delays: Delays in completion of planting operations, which extend the planting into more than one planting season, shall extend the Warranty Period correspondingly.
- C. Condition of Plants: Plants shall be free of dead or dying branches and branch tips, with foliage of a normal density, size, and color.

D. Incorrect Materials:

1. During Warranty Period, replace at no cost to the Owner, plants revealed as being untrue to name.
2. Provide replacements of a size and quality to match the planted materials at the time the mistake is discovered.

E. Replacements:

1. As soon as weather conditions permit, replace, without cost to the Owner, dead plants and plants not in a vigorous, thriving condition, as determined by the Engineer during and at the end of Warranty Period.

2. Apply requirements of this Specification to replacements.

F. Exceptions: Contractor shall not be held responsible for failures due to neglect by the Owner, vandalism, and other causes outside the Contractor's control.

3.06 MAINTENANCE

- A. Contractor shall maintain all plant material for the construction period.

3.07 SUBSTITUTIONS

A. Plant Substitutions:

1. Accepted substituted plants shall be true to species and variety and shall conform to measurements specified except that plants larger than specified may be used if accepted. All substitutions must be approved by the Engineer in writing.
2. Use of such plants shall not increase Contract price.
3. If larger plants are accepted, increase the ball of earth in proportion to the size of the plant.

3.08 MATERIALS

A. Plants:

1. Growing Practices: Nursery grown in accordance with good horticultural industry practices.
2. Nomenclature: Meet requirements of ICBN and ICNCP.
3. Climatic Growing Conditions: Grown under climatic conditions like those of project for at least two years unless otherwise accepted.
4. Container Growth Limitations: Container stock shall have been grown in the containers in which delivered for at least six months, but not over two years.
5. Root Ball Size: Meet requirements of ANSI 260.1 and the American Association of Nurserymen.
6. Appearance: Exceptionally heavy, symmetrical, tightly knit, so trained or favored in development and appearance as to be superior in form, number of branches, compactness, and symmetry.
7. Vigor: Sound, healthy and vigorous, well branched and densely foliated when in leaf
1. Disease and Pests: Free of disease, insect pests, eggs, or larvae.
9. Condition of Root System: Healthy well-developed root system, free of kinked; circling, girdling and center roots, root-bound condition and cracked or broken - root balls.
10. Measurements: Measure plants when branches are in their normal upright position.
11. Height and Spread Dimensions: Height and spread dimensions specified refer to main body of plant and not branch tip to tip.
12. Caliper: Take caliper measurement at a point on the trunk 6 inches above natural ground line for trees up to 4 inches in caliper, and at a point 12 inches above the natural ground line for trees over 4 inches in caliper.
13. Pruning: Do not prune, thin or shape plants before delivery without acceptance.
14. Unacceptable Conditions: Multiple leaders, unless specified, damaged or crooked leaders, bark abrasions, sun-scalds, disfiguring knots, or fresh cuts of limbs over 3/4 inch diameter which have not completely callused.

- A. Water: Clean, fresh and potable. Available at the site.
- B. Mulch: Pine Straw.
- C. Amended Backfill Mix: 1/3 native soil, 1/3 cow manure and 1/3 Nature's Helper or an approved equal.

3.09 EXCAVATION OF PLANT PITS

- A. Equipment: Excavate pits with a backhoe, auger or hand digging.
- B. Plant Pit Size: Minimum Standard

1. All plant pits must be excavated to a depth that is 12" below the depth of the root ball or container size of the plant.
2. The width of all plant pits is to be double the widest width size of the root ball or double the width of the container.

3.10 PLANTING AND BACKFILL OPERATIONS

A. Protection of Plants Prior to Installation:

1. Protect plant root balls from sun or drying winds.
2. Keep root balls of plants that cannot be planted immediately upon delivery in the shade, well protected and well watered.

B. Removal of Containers:

1. Remove canned stock carefully after cans have been cut on two sides with accepted cutter.
2. Do not use spade to cut containers.

C. Scarification: After removing plant from container, scarify side of root ball to prevent root-bound condition.

D. Unamended Backfill Placement:

1. To allow for settlement, fill bottom of the pits with unamended topsoil to a level that will place the top of the root ball 1 inch above finish grade when the planting is installed.
2. Set plants higher if more settlement is anticipated.

E. Unamended Backfill Compaction: Compact unamended topsoil by saturating the entire plant pit with water.

F. Unamended Backfill Filling of Settlement: Fill settled topsoil as required to bring top of soil to a level that places the top of the root ball even with finish grade.

G. Plant Placement: Handling plant carefully, set plant root ball on unamended topsoil. Set root ball so that when backfilled the top of the root ball will be even with or slightly above finished grade.

H. Removal of Root Ball Wrapping Materials: Remove burlap, nylon cord, twine and cut wire baskets back to below finished grade prior to backfilling.

I. Amended Backfill Mix Placement:

1. Complete filling pit until top of amended backfill mix is even with top of root ball.
2. Place mix carefully as not to damage the plant root ball, trunk, branches, or foliage.

J. Settled Plant Adjustment: Raise plant root balls which settle below finish grade so that top of root balls are even with or slightly adjacent finish grade.

K. Final Filling of Settlement: Fill settled backfill mix with additional soil mix as required to bring it even with top of root ball.

L. Final Compaction: Compact soil mix by saturating with water.

3.11 GRASS - SOD

A. Sod variety shall be determined by Owner's Representative.

B. Synthetic Grass is to be used between the walls and seating areas. The artificial grass specification shall be confirmed by the Owner's Representative. Contractor shall provide samples of artificial grass based on cost and durability.

3.12 EXAMINATION

A. General: Examine site and verify that conditions are suitable to receive Work and that no defects or errors are present which would cause defective installation of products or cause latent defects in workmanship and function.

B. Verification of Surface Drainage: Verify positive surface drainage of areas to be grassed.

C. Notification: Before proceeding with Work, notify the Owner's Representative immediately if any unsuitable conditions exist.

3.11 PREPARATION

A. Fine Grading, Base for Artificial Grass, and Soil Preparation: Landscape Contractor shall undertake all fine grading and soil preparation work needed for a complete project.

B. Protection of Existing Conditions:

1. Use every possible precaution to prevent damage to existing conditions such as structures, utilities, plant materials and walks on or adjacent to the site of the Work.

2. Provide barricades, fences, or other barriers to protect existing conditions to remain from damage during construction.

3. Do not store materials or equipment, permit burning, or operate or park equipment under the branches of existing plants to remain.

4. Submit written notification of damaged plants and structures to the Owner immediately.

3.12 GRASS LIMIT LINE

A. Artificial Turf – Synthetic shall be installed per manufacturer's instructions in the two sections between brick walls -marked on the site plan.

B. Sod – shall be installed and irrigated in all disturbed areas that can be maintained as grass. Contractor shall mark the areas to be sodded and confirm with Owner's Representative that the area to be sodded is correct.

3.13 MULCH INSTALLATION

A. Depth: Install a 3-inch deep layer of mulch over all disturbed areas that are not covered in grass / sod and that are too steep for mowing.

B. Mulch Material – Owner's Representative will determine areas that will be covered with Pine Straw mulch and areas covered in Wheat Straw.

END OF SECTION

ELECTRICAL - LIGHTING

5.0 SCOPE OF WORK

- A. This section includes providing all electrical work needed for lighting for the Plaza, which includes lights and poles – Macon fixture, outdoor power at the Plaza for events, outdoor 4 quad boxes, power to the cast stone benches for LED lighting and power as needed for irrigation controller. Light fixture locations are included on the plan. A new service will be needed for the Plaza and shall have capacity for future alley lighting as shown on the plan.

5.01 PRODUCTS

- A. Power for the Plaza – waterproof and lockable boxes for power as needed for events. There will be a total of five (5) boxes around the Plaza. Locations on the plans. .
- B. Light Fixtures – The fixtures for this project will be the Macon Fixture that has been approved by Macon-Bibb Facilities in conjunction with agreements with Phillips. Specification will be attached to this Section.
- C. LED Light strips – as shown in plan detail will be attached at the base of the cast stone benches.

5.02 EXECUTION

- A. Handle and store the fixtures according to the manufacturer's recommendations.
- B. Coordinate with concrete contractor for the installation of the needed footings for the light poles and fixtures.
- C. Sleeves – the LED lighting will be separated by concrete. Sleeves will be required to run power to the benches. The sleeves shall be installed with the Irrigation sleeving. Electrical Contractor shall coordinate with Contractor and Landscape Contractor to insure efficient and cohesive installation. Fill and compaction is required for these contractors and electrical contractor shall adhere to the requirements.
- D. Place and install lighting in locations indicated on the drawings. Installation of lighting shall be completed as per the manufacturer's instructions and in coordination with Macon-Bibb Facilities Department.

END OF SECTION

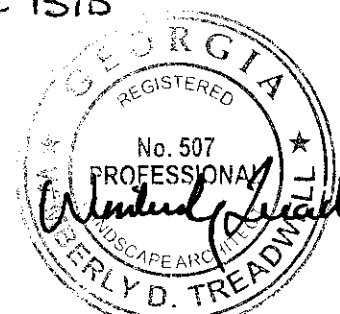
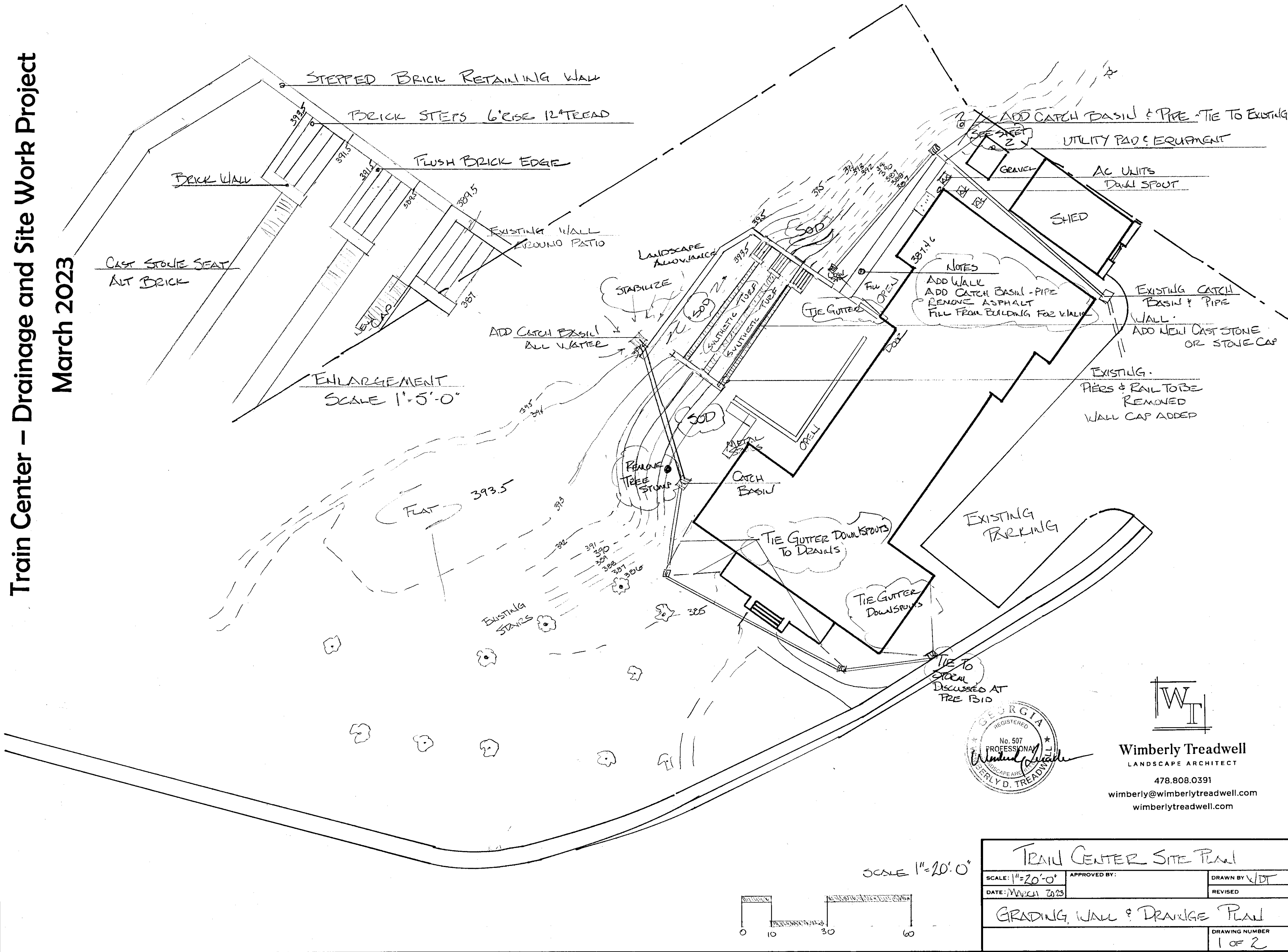
Train Center – Drainage and Site Work Project
715 Oglethorpe Street Macon, Ga 31201
March 2023



Wimberly Treadwell
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Train Center - Drainage and Site Work Project

March 2023

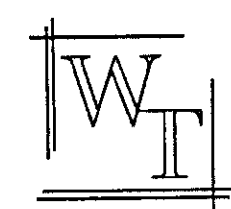
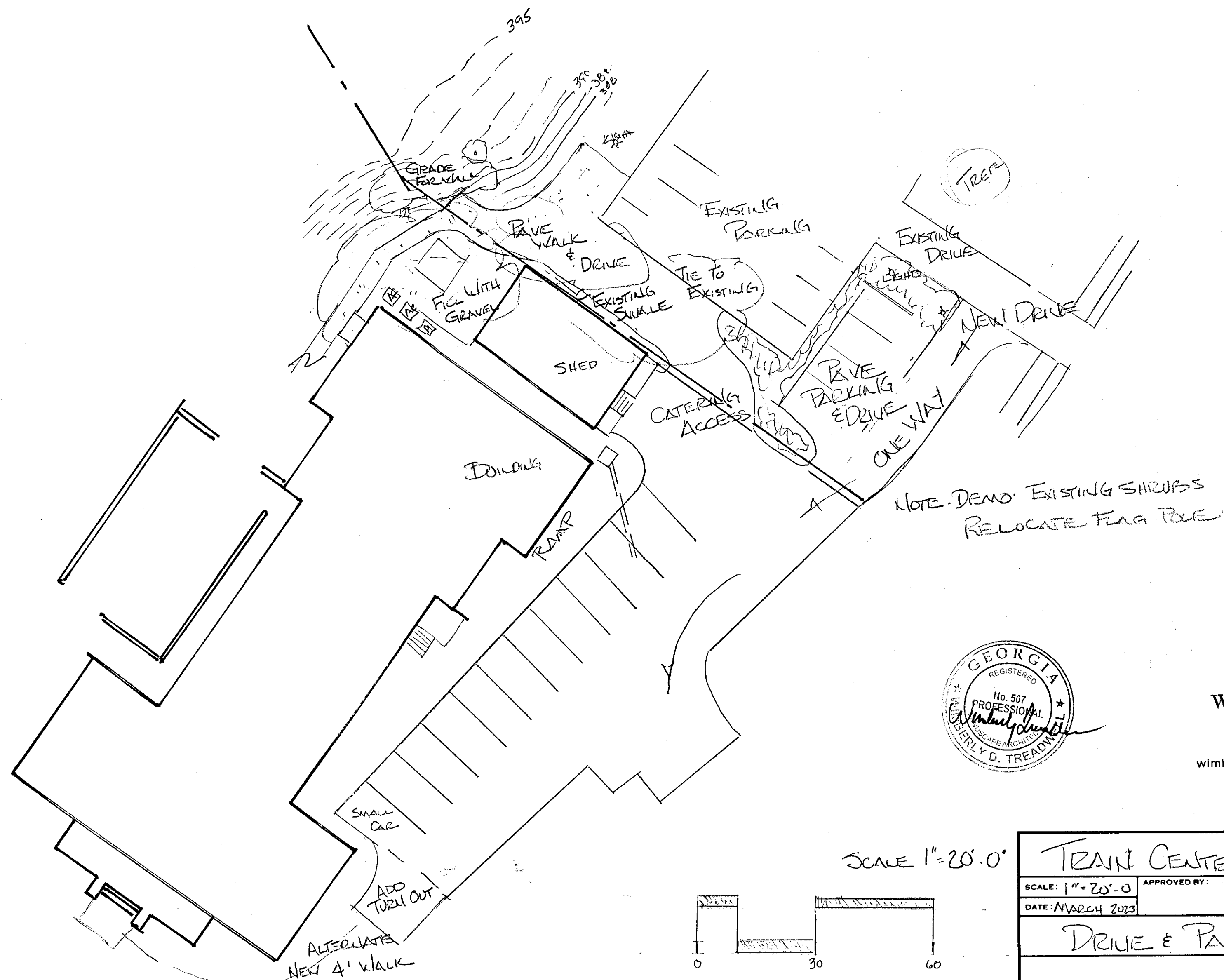


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TRAIN CENTER SITE PLAN			
SCALE: 1"=20'-0"	APPROVED BY:	DRAWN BY: VDT	
DATE: MARCH 2023		REVISED:	
GRADING, WALL & DRAINAGE PLAN			DRAWING NUMBER
			1 OF 2

Train Center – Drainage and Site Work Project

March 2023



Wimberly Treadwell
 LANDSCAPE ARCHITECT
 478.808.0391
 wimberly@wimberlytreadwell.com
 wimberlytreadwell.com

TRAIN CENTER SITE PLAN		
SCALE: 1" = 20'-0"	APPROVED BY:	DRAWN BY: W.T.
DATE: MARCH 2023		REVISED:
DRIVE & PARKING		
DRAWING NUMBER		2 of 2

PROPOSAL

To: Macon-Bibb Procurement

Project: **Train Center Macon-Bibb**

In compliance with your Advertisement for Bids, the undersigned, hereinafter termed the Bidder, proposes to enter a contract with **Macon-Bibb** to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, for the following prices:

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with **Macon-Bibb** in full conformance with the Contract Documents.

The scope of the project includes the grading and construction of improvements on the site of the Train Center and adjoining property owned by Macon-Bibb. The project includes the construction of terraced seating, retaining walls, grading, installation of catch basins and piping to resolve existing water problems, the construction of drives, walks and parking that is needed in conjunction with the programming of the facility, irrigation and , both turf and synthetic, and a landscape allowance. Contractor will provide soil and erosion control measures required for this construction project. The contractor is responsible for the demolition and removal of existing materials.

This proposal includes a Base Bid and Add Alternates. The Add Alternates will be selected to be included in the Contract based on the Budget. The undersigned Bidder proposes to construct the following items for the following prices, which will include all materials, labor, overhead, profit, and expenses.

**PROJECT SCOPE CONSTRUCTION OF SITE IMPROVEMENTS FOR
THE TRAIN CENTER LOCATED AT
715 OGLETHORPE STREET, MACON, GEORGIA**

GRADING COMPLETE

Includes the installation of required erosion and sedimentation control measures, the demolition of existing site features as shown on the plans and the regrading of the site. All preparation for construction of walls and seating, catch basins and piping and irrigation and grassing.

CONSTRUCTION OF ALL WALLS, SEATING, STEPS AND DRAINAGE

This includes the construction of all site improvements to the rear of the building that is shown on Sheet 1 of the plans. All walls shall be installed with drainage of the site as a priority. All finish grading of disturbed areas shall be graded to the new catch basins. Catch basins will be tied together with pipe of adequate size to carry the amount of water generated in a significant storm event. This shall all be tied to existing Storm Water system of Macon-Bibb – MWA.

IRRIGATION, SOD AND ARTIFICIAL TURF INSTALLATION

Irrigation Installation - Includes the installation of an irrigation system that will cover all Landscape areas and grass areas.

MULCH INSTALLATION

All areas that are disturbed by construction and that do not receive grass will be covered with mulch. The Owner's Representative shall work with the contractor to determine the appropriate mulch to stabilize all disturbed areas of the site.

TOTAL BASE BID \$ _____

ADD and DECUCTIVE ALTERNATES: These Alternates are not listed in order – will be selected as the budget allows.

A. LANDSCAPE INSTALLATION

Landscape Installation includes the cost for the complete installation of plant material. Due to the time of year this project will install, the landscape planting will be an allowance not included in the contract. The Owner's Representative – UGA Extension office will complete the landscape planting in the Fall of 2023 at a time that is suitable for the installation of landscape planting. \$ _____

B. CONCRETE DRIVES AND PARKING AREA

This includes the grading, forming, installation and finishing of all new concrete drives, walks and parking areas. \$ _____

Signed, Sealed and dated this _____ Day of 2023

Bidder's Signature:

Company Name:

It is the intent of this Proposal to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled herein above.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment, after being notified to do so, and to complete the Work within the time limits set out in the Macon-Bibb General Conditions.

Conditions included in the Instructions to Bidders.

If this Proposal shall be accepted by Macon-Bibb and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, as stated in the Instructions to Bidders, within ten days from the date of Notice of Award of the Contract, then Macon-Bibb may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to Macon-Bibb as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows.

Bidder: _____ (Seal)

Bidder's Mailing Address

By: _____

Title: _____









Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

May 2, 2023

ADDENDUM # 1

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 23-041-LH, Train Center Site Improvement

The Invitation for Bids, referenced above, is modified as follows:

1. I am interested in pricing this one, but I noticed Attachment C "Plans" were not available for download on your website.

Answer: Attachment C-Plans and Drawings listed on the Table of Contents is not applicable to this solicitation.

2. Where can I find the plans for the Train Center Site Improvements?

Answer: Please refer to the solicitation and Attachment B for Specifications.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick



Macon-Bibb County Government

Procurement Department

Government Center

700 Poplar Street, Suite 308

Macon, Georgia 31201

(478) 803-0550

Fax (478) 751-7252

Laura Hardwick
Director of Procurement

May 15, 2023

ADDENDUM # 2

To: ALL PROSPECTIVE FIRMS

Re: INVITATION FOR BIDS: 23-041-LH, Train Center Improvement

The Invitation for Bids, referenced above, is modified as follows:

1. The Bid Proposal form within the solicitation has been revised and is named as Attachment "C" on the Macon-Bibb County Procurement website. Pricing shall be submitted on the Attachment "C" proposal document.
2. Sample pictures are uploaded to Macon-Bibb County Procurement website for the Train Center Improvement is merely an example. The objective is to provide visual concept only. The sample pictures are named "Sample Pictures Attachment D."
3. Are there drawings for the project? The solicitation and specifications do not provide adequate information for pricing the project.

Answer: Yes. Drawings have been revised. See Attachment "B Revised" document.

Please incorporate this change into the Invitation for Bid and acknowledge receipt of this addendum on your bid form.

Sincerely,

Laura Hardwick

Train Center

UGA Extension Office

Macon-Bibb

PROPOSAL

To: Macon-Bibb Procurement

Project: **Train Center Macon-Bibb**

In compliance with your Advertisement for Bids, the undersigned, hereinafter termed the Bidder, proposes to enter a contract with **Macon-Bibb** to provide the necessary machinery, tools, apparatus, and other means of construction, and all materials and labor specified in the Contract, or called for by the Drawings, or necessary to complete the Work in the manner therein specified within the time specified, for the following prices:

The Bidder has carefully examined and fully understands the Contract, Plans and Specifications, and other Documents hereto attached, and has made a personal examination of the Site of the proposed Work, and has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his proposal is accepted, he will contract with **Macon-Bibb** in full conformance with the Contract Documents.

The scope of the project includes the grading and construction of improvements on the site of the Train Center and adjoining property owned by Macon-Bibb. The project includes the construction of terraced seating, retaining walls, grading, installation of catch basins and piping to resolve existing water problems, the construction of drives, walks and parking that is needed in conjunction with the programming of the facility, irrigation and , both turf and synthetic, and a landscape allowance. Contractor will provide soil and erosion control measures required for this construction project. The contractor is responsible for the demolition and removal of existing materials.

This proposal includes a Base Bid and Add Alternates. The Add Alternates will be selected to be included in the Contract based on the Budget. The undersigned Bidder proposes to construct the following items for the following prices, which will include all materials, labor, overhead, profit, and expenses.

**PROJECT SCOPE CONSTRUCTION OF SITE IMPROVEMENTS FOR
THE TRAIN CENTER LOCATED AT
715 OGLETHORPE STREET, MACON, GEORGIA**

GRADING COMPLETE

Includes the installation of required erosion and sedimentation control measures, the demolition of existing site features as shown on the plans and the regrading of the site. All preparation for construction of walls and seating, catch basins and piping and irrigation and grassing.

CONSTRUCTION OF ALL WALLS, SEATING, STEPS AND DRAINAGE

This includes the construction of all site improvements to the rear of the building that is shown on Sheet 1 of the plans. All walls shall be installed with drainage of the site as a priority. All finish grading of disturbed areas shall be graded to the new catch basins. Catch basins will be tied together with pipe of adequate size to carry the amount of water generated in a significant storm event. This shall all be tied to existing Storm Water system of Macon-Bibb – MWA.

IRRIGATION, SOD AND ARTIFICIAL TURF INSTALLATION

Irrigation Installation - Includes the installation of an irrigation system that will cover all Landscape areas and grass areas.

MULCH INSTALLATION

All areas that are disturbed by construction and that do not receive grass will be covered with mulch. The Owner's Representative shall work with the contractor to determine the appropriate mulch to stabilize all disturbed areas of the site.

TOTAL BASE BID \$ 213,500.⁰⁰

ADD and DECUCTIVE ALTERNATES: These Alternates are not listed in order – will be selected as the budget allows.

A. LANDSCAPE INSTALLATION

Landscape Installation includes the cost for the complete installation of plant material. Due to the time of year this project will install, the landscape planting will be an allowance not included in the contract. The Owner's Representative – UGA Extension office will complete the landscape planting in the Fall of 2023 at a time that is suitable for the installation of landscape planting. \$ -0.⁰⁰

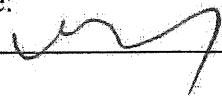
B. CONCRETE DRIVES AND PARKING AREA

This includes the grading, forming, installation and finishing of all new concrete drives, walks and parking areas. \$

-17,500.⁰⁰

Signed, Sealed and dated this June 7 Day of 2023

Bidder's Signature:



Charles Wimberly
Procurement Representative of Macon-Bibb County
Government, do certify this solicitation was publicly
opened and read at the time and place stated in
the notice.
Charles Wimberly
Procurement Facilitator

Witness

To: Karol Kelly <karolk@uga.edu>

Cc: Wimberly, Charles <CWimberly@maconbibb.us>; Hardwick, Laura <LHardwick@maconbibb.us>

Subject: FW: Train Building

[EXTERNAL SENDER - PROCEED CAUTIOUSLY]

[CAUTION] This email originated from inside Macon-Bibb County Government. Do **NOT** click on links or open attachments unless you recognize the sender and know the content is safe.

Hello Karol,

Please see below the itemized pricing for the Train Building project. Upon review, please let me know how you would like to proceed.

Thank you.

Laura Hardwick
Procurement Director
700 Poplar Street
Suite 308
Macon, Ga 31201
Tel: (478) 803-0550
Fax: (478) 751-7252
lhawdwick@maconbibb.us

From: Dre Faulkner <drefaulkner@bellsouth.net>

Sent: Thursday, July 13, 2023 5:28 PM

To: Hardwick, Laura <LHardwick@maconbibb.us>

Subject: Train Building

Original bid priced directly to Train Building was \$128,445.00. I will forward a copy of that.

The additions to that are as follows:

- | | |
|---------------------|-------------|
| 1. Bond | \$8,680.00 |
| 2. Synthetic turf | \$11,500.00 |
| 3. Irrigation | \$23,000.00 |
| 4. Cast stone/brick | \$17,750.00 |
| 5. Parking lot | \$20,125.00 |
| 6. Additional Storm | \$4,000.00. |

Total adds	\$85,055.00
Original	\$128,445.00
Total bid	\$213,500.00

If you are trying to VE the job here are some ideas.

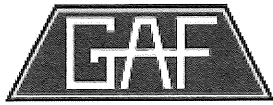
- | | |
|----------------------|-------------|
| 1. Delete irrigation | \$23,000.00 |
| 2. Delete railing | \$10,500.00 |
| 3. Delete the ALT | \$17,500.00 |
| 4. Delete turf | \$11,500.00 |
| 5. Delete Brick/cast | \$17,750.00 |

Not sure exactly what you are requesting for a breakdown. This is just a few things that can be deleted and added later.

Please respond with any questions.

Sincerely,

Dre' Faulkner
President



G.A. FAULKNER JR. CO. INC.

GRADING CONTRACTORS

P.O. BOX 373
BOLINGBROKE, GA 31004
O. 478-974-0600
F. 478-974-0602
M. 478-256-1938

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: G. A Faulkner Jr Co., Inc.

SECTION 1 (Choose ONE of the following)

- (A) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: 385569

Date of Authorization: 5-9-13 (Proceed to Section 3)

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 1, 2023 in MACON (city), GA (state)

Printed Name of Authorized Officer or Agent: G A Faulkner Jr

Title of Authorized Officer or Agent: President

Signature of Authorized Officer or Agent: [Signature]

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 1 DAY OF June, 2023

NOTARY PUBLIC

My Commission Expires: 2-12-2024

Stuart L Pipplin
NOTARY PUBLIC
MONROE COUNTY, GEORGIA
My Commission Expires
02/12/2024

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

G.A. Faulkner Jr. Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 373

6 City, state, and ZIP code

Bolingbroke, GA 31004

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 8 - 2 6 1 1 1 0 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1-23-2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



Attachment "A"
Required Submission Documents
MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐ New Application

☐ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550

Fax: 478-751-7252

Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name: G.A. Faulkner Jr. Co., Inc.

Company Address: P.O. Box 373 Bolingbroke, GA 31004

Authorized By (Name): G.A. Faulkner Jr.

Title: President

Authorized Signature: _____

Date: 6-1-23

Telephone Number: 478-974-0600

Fax Number: 478-974-0602

Email Address: drefaulkner@bellsouth.net

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: G.A. Faulkner Jr. Co. Inc.

Remit to Address: P.O. Box 373 Bolingbroke, GA 31004

Phone: 478-974-0600

Fax: 478-974-0602

Toll Free: _____

Contact: G.A. Faulkner Jr.

Email: drefaulkner@bellsouth.net

Business Type (choose one):

☐ Individual/Sole Proprietor

☐ Single member LLC

☐ Business - incorporated

☐ Business - not incorporated/partnership

☒ LLC: C (S) P (circle one)

☐ Other (Specify): _____

Social Security #: 252-65-0524

Federal Tax ID #: 58-2611109

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: Same as Above

Purchase Order Address: _____

Phone: _____

Fax: _____

Toll Free: _____

Contact: _____

Email: _____

Payment Terms: Discount % _____

Days _____

Net Due _____

Freight Terms: Ship Via _____

FOB _____

E-Verify Information

Private Employer Affidavit is attached: _____

With E-Verify # ✓

With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # ✓

Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees N/A

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____

Disabled _____

Veteran _____

Not Applicable ✓

Attachment "A"
Required Submission Documents

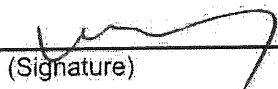
NON COLLUSION AFFIDAVIT

Date:	6-1-23
Project:	Bibb County, Georgia
Project #:	23-041-LH
Project Description:	TIAA Ctr.
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, G.A. Faulkner Sr. having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:
G.A. Faulkner Sr. Co. Inc.

 (Signature) _____ (Seal)

Attachment "A"
Required Submission Documents



Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 1 day of Dec, ~~2019~~ 2023

Signature of Contractor: [Signature]

Title: Pres. 1

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: G.A. Faulkner Jr. Co., Inc
Authorized By (typed name): G.A. Faulkner Jr.
Authorized Signature: [Signature]
Title: President Date: 6-1-23

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

1 DAY OF June, 2023

My Commission Expires: 2-12-2024

Notary Public

[NOTARY SEAL]

Stuart L. Pippin
NOTARY PUBLIC
MONROE COUNTY, GEORGIA
My Commission Expires
02/12/2024

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: G. A. Faulkner Sr. Co., Inc.
Authorized By (typed name): G. A. Faulkner Sr
Authorized Signature: [Signature]
Title: President Date: 6-1-23

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

1 DAY OF June, 2023 My Commission Expires: 2-12-2024

[Signature]
Notary Public

[NOTARY SEAL]

Stuart L. Pippin
NOTARY PUBLIC
MONROE COUNTY, GEORGIA
My Commission Expires
02/12/2024

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

NAME/ADDRESS	TYPE OF WORK	% of Contract
--------------	--------------	---------------

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Page 159 of 238

LIST OF SUB-CONTRACTORS

Evergreen lawn	Landscaping	15%
----------------	-------------	-----

Page 160 of 238

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: G.A. Faulkner Jr. Co., Inc.
Address: P.O. Box 373 Bellinghams, GA 31004
When Organized: 1993 Where Incorporated: GA
How many years have you engaged in business under the present firm name? 30 yrs
Credit available for this contract? \$200,000
Contracts now in hand? \$600,000
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments: _____

Company Name: G.A. Faulkner Jr. Co., Inc.
Authorized By (typed name): G.A. Faulkner Jr
Authorized Signature: _____
Title: President Date: 6-1-23

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
<u>Cotton Ave. Plaza</u>	<u>MACON</u>	<u>Whitely Thompson</u>	<u>478-888-0391</u>
<u>Freedom Park</u>	<u>MACON</u>	<u>Clay Murphy</u>	<u>478-447-3263</u>
<u>Henry Burns Park</u>	<u>MACON</u>	<u>Paul Calks</u>	<u>478-972-8131</u>
<u>Bloom Field Lane</u>	<u>MACON</u>	<u>Kelli Green</u>	<u>478-808-3522</u>

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

1 DAY OF June 2023

Notary Public

My Commission Expires: 2-12-2024

[NOTARY SEAL]

Stuart L. Pippin
NOTARY PUBLIC
MONROE COUNTY, GEORGIA
My Commission Expires
02/12/2024

Company Name:

G. A. Faulkner Jr. Co. Inc.

It is the intent of this Proposal to include all items of construction and all Work indicated on the Drawings and called for in the Specifications.

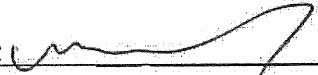
The cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled herein above.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate force and equipment, after being notified to do so, and to complete the Work within the time limits set out in the Macon-Bibb General Conditions.

Conditions included in the Instructions to Bidders.

If this Proposal shall be accepted by Macon-Bibb and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required, as stated in the Instructions to Bidders, within ten days from the date of Notice of Award of the Contract, then Macon-Bibb may at its option, determine that the undersigned abandoned the Contract and thereupon this Proposal shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to Macon-Bibb as liquidated damages.

Bidder further declares that the full name and residence address of all persons and parties interested in the foregoing bid as principals are as follows.

Bidder:  (Seal)

Bidder's Mailing Address P.O. Box 373 Bolingbroke, GA 31004

By: G. A. Faulkner Jr.

Title: President



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INTEGRATED SUPPLY AGREEMENT WITH GENUINE PARTS COMPANY, D/B/A NAPA AUTO PARTS, TO OPERATE THE VEHICLE MAINTENANCE PART SHOP AND TO SUPPLY VEHICLE PARTS AT A 7.5% PROFIT RATE, WITH COSTS PAYABLE UNDER THE VEHICLE MAINTENANCE BUDGET; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Genuine Parts Company d/b/a Napa Auto Parts (“NAPA”) operates in Georgia under State Contract # SWC 99999-SPD-G20150610, for the purpose of operating private auto parts shops within state government agencies and offices; and

WHEREAS, within its state contract, NAPA will bill product costs to Macon-Bibb County at a 7.5% gross profit rate and Macon-Bibb County will pay all operational costs of the parts; and

WHEREAS, as a bulk purchaser, NAPA is able to obtain required auto parts at a lower cost than Macon-Bibb County is able to when buying individual parts, and to obtain parts more expediently because of its extensive industry footprint; and

WHEREAS, Procurement concurs with this award; and

WHEREAS, this resolution will benefit and promote the health, safety, morals and welfare of the citizens of the Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an Integrated Supply Agreement with Genuine Parts Company d/b/a NAPA Auto Parts, in substantially the same form as illustrated in Exhibit A, with those costs payable under the Vehicle Maintenance budget; and

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be

considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

EXHIBIT A



INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY d/b/a NAPA AUTO PARTS

AND

MACON-BIBB COUNTY GEORGIA

(Insert State of Georgia Governmental Entity)

Executed under State of Georgia Contract SWC 99999-SPD-SWL20201105

This contract is a starting point for all State of Georgia city, county, and state governmental agencies and entities that wish to engage NAPA for Integrated Business Solutions services. This is not a binding agreement until both parties have fully negotiated the contract to fit each State entity's unique fleet parts management needs and fully executed the agreement.

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY d/b/a NAPA AUTO PARTS
AND
MACON-BIBB COUNTY GEORGIA**

THIS INTEGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and **MACON-BIBB COUNTY GEORGIA**, (“CUSTOMER”), to be effective as of the 1st day of September, 2023 (the “Effective Date”).

W I T N E S S E T H

Pursuant to a competitive bidding and selection process by Sourcewell, a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and Genuine Parts Company d/b/a NAPA entered into that certain contract #110520-GPC on 12/23/2020 (hereinafter, “Sourcewell Master Agreement 110520-GPC” or “Sourcewell Master Agreement”) to provide Customized Fleet Supply Chain & Parts Inventory Management, commonly known as Integrated Business Solutions; and

By becoming a participating member of Sourcewell (hereinafter, “Member”), the State of Georgia and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Master Agreement; and

In connection with entering into the State of Georgia/NAPA IBS Participating Addendum (the “Participating Addendum”) which is attached hereto as Exhibit C, the State of Georgia is hereby adopting the Sourcewell Master Agreement as State of Georgia Contract (Statewide Terms and Conditions), SWC 99999-SPD-SWL20201105, which is attached as Exhibit 1 to the Participating Addendum; and

NAPA and the Department of Administrative Services on behalf of the State of Georgia, therefore, negotiated and executed the Participating Addendum inclusive of the State of Georgia Statewide Contract SWC 99999-SPD-SWL20201105, attached as Exhibit 1 to the Participating Addendum (hereinafter, “Statewide Contract”), the Sourcewell Master Agreement, with all incorporated documents (Contract, Solicitation eRFP and Solicitation Documents, Sourcewell approved final NAPA Response to the Solicitation), attached as Exhibit 2 to the Participating Addendum, and the Customer Customizable Agreement Template, attached hereto as Exhibit 3 to the Participating Addendum, to establish a source of supply to provide integrated business solutions services; and
CUSTOMER desires to become a User Agency under such Statewide Contract and desires to receive integrated business solutions services from NAPA in accordance with terms herein; and

CUSTOMER and NAPA agree that the Statewide Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, by mutually executing the terms and conditions of this Agreement, and, when the terms and conditions of this Agreement conflicts with the terms and conditions of the Statewide Contract, this Agreement, providing there are no material contradictions to the Sourcewell Master Agreement and the Participating Addendum, shall take precedence in governing the relationship of the parties; and

NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. CUSTOMER'S CURRENT LOCATIONS. NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

MACON-BIBB COUNTY FLEET

122 7th Street

Macon, GA 31206

Manager: Keith Butler

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the Statewide Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Statewide Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Statewide Contract is renewed or extended upon the mutual written agreement of the parties. This Agreement shall terminate automatically upon the termination, for any reason, of the Statewide Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On-Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On-Site Store(s). NAPA shall provide computer ordering and cataloging to each On-Site Store.

(d) NAPA shall provide a cost statement of the parts operations to the CUSTOMER on approximately the 20th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

(f) NAPA IBS shall perform a cost savings analysis on the front end of an IBS arrangement vs. client's current acquisition cost as long as CUSTOMER can provide accurate historical SKU information including cost to CUSTOMER, quantity purchased, and historical movement information. Because NAPA has auditable baseline pricing on its internal parts offering and provides transparency to its clients NAPA is positioned well to potentially procure

parts and services at a savings. Additionally, NAPA brings the national buying power of the Genuine Parts Company to ensure competitive acquisition prices.

To endeavor to receive the lowest acquisition price for the client NAPA IBS shall employ a Key Performance Indicator (KPI) function during the term of the contract. Reporting will demonstrate pricing for the CUSTOMER before the contract and current contract pricing within the contracting period for goods purchased under the contract.

Goal of the Report

To show specific parts cost comparisons and other savings metrics realized by the NAPA IBS on-site. This will allow NAPA and IBS to set specific cost savings goals by site and measure the progress monthly and annually.

Overview of the Report

Initial report will track all pre-loaded superseded parts and show IBS specific sku comparisons and sku level parts comparisons. The Cost Comparison or Savings Supersede Reporting is delivered daily to IBS clients.

Quarterly Business Review Meetings:

NAPA meets quarterly with its IBS clients to discuss price and cost savings and to provide reporting and financial transparency to the management of its client.

National Fleet Parts Buying Power and Infrastructure

NAPA represents that it has negotiated a mix of local, regional, and national pricing with top vendors in the fleet sector including tires, bulk lubricants, aftermarket parts / supplies, and original equipment items. NAPA has the internal infrastructure to audit pricing from coast to coast. NAPA's internal database enables NAPA IBS locations to check fleet parts pricing in hundreds of NAPA IBS locations to ensure that the client is getting the lowest acquisition price or best value available to NAPA.

Notwithstanding the foregoing, in the event CUSTOMER meets or exceeds its maximum payment obligation set forth in Section 7 during the term and thereafter is unable or unwilling to appropriate additional funds to pay the amounts due NAPA in connection with the parts and services to be provided hereunder, NAPA shall be excused from providing such services and parts to CUSTOMER.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s). CUSTOMER shall provide NAPA a safe work

environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all undisputed statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

PRICING OPTION #1

CUSTOMER INITIALS: _____

The overall goal of CUSTOMER's pricing plan is to achieve a seven and a half percent (7.5%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.
- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Costs	Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75)
Operational Costs	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on failure to achieve an overall 7.5% net profit for the previous month.

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a seven and a half percent (7.5%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a seven and a half percent (7.5%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than seven and a half percent (7.5%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that Customer's maximum payment obligation pursuant to this profit guarantee shall be set at \$_____; and CUSTOMER has encumbered such amount to cover this potential liability. NAPA acknowledges that the CUSTOMER may not pledge the State's credit. In the event that such amount may need to be increased during the Term of the contract, NAPA shall provide reasonable notice to CUSTOMER, which shall be at least 60 days. The parties agree to mutually work together to adjust the amount if such amount must be increased during the Term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

PRICING OPTION #2

CUSTOMER INITIALS: _____

The overall goal of CUSTOMER's pricing plan is to achieve a seven and a half percent (7.5%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.
- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 7.5% gross profit rate (gross profit is store acquisition cost divided by .925)
Non-NAPA Product Costs	Billed to CUSTOMER at a 7.5% gross profit rate (gross profit is acquisition cost divided by .925)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	7.5% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of seven and a half percent (7.5%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that Customer's maximum payment obligation pursuant to this profit guarantee shall be set at \$_____; and CUSTOMER has encumbered such amount to cover this potential liability. NAPA acknowledges that the CUSTOMER may not pledge the State's credit. In the event that such amount may need to be increased during the Term of the contract, NAPA shall provide reasonable notice to CUSTOMER, which shall be at least 60 days. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a seven and a half percent (7.5%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

- (a) NAPA shall procure and maintain, throughout the term of this Agreement, insurance which shall protect the supplier and the State of Georgia (as an

additional insured to the extent of NAPA's indemnification obligations) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this IBS throughout the duration of this Agreement. NAPA shall procure and maintain the insurance policies described below at NAPA's own expense (provided that NAPA shall be permitted to pass through such expenses as Operational Costs in the event Customer selects pricing option #2 in Section 7 above) and shall furnish Agency an insurance certificate listing the State of Georgia as certificate holder and as an additional insured to the extent of NAPA's indemnification obligations. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

NAPA is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

- 2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000

- 3) Automobile Liability

Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract
Combined Single Limit \$1,000,000

4) Umbrella Liability \$ 2,000,000

NAPA shall endeavor to provide that the foregoing policies contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to Customer. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with Customer prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies reasonably acceptable to Customer, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, NAPA must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided.

Additional Insured: The vendor shall add the "State of Georgia, its officers, employees and agents" as an additional insured under the commercial general, automobile and umbrella liability policies to the extent of NAPA's indemnification obligations.

(b) In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On-Site Store(s).

(c) Neither Customer nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On-Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. In addition, NAPA agrees to the express warranties included in the State of Georgia/NAPA IBS Agreement and the Statewide Contract Terms and Conditions. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness (except to the extent otherwise provided in the Sourcewell's Master Agreement (as defined in the Georgia Statewide Contract), NAPA's response to the RFX, or this Agreement), or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for (30) thirty days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On-Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 17, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS _____

15. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

- (a) A change in the management or ownership of CUSTOMER;
- (b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. LANDLORD CONSENT AND WAIVER. Not applicable.

17. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the

negligent or intentional acts of NAPA or NAPA's employees or breach of contract by NAPA.

18. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: NAPA Southern Division IBS Office
5420 Peachtree Industrial Blvd.
Norcross, GA 30071
Attn: Peter Purpura
Telephone: (504) 884-2315
Email: Peter_Purpura@genpt.com

As to CUSTOMER: Macon Bibb County Fleet
1122 7th Street _____
Macon, GA 31206
Attn: Keith Butler
Telephone: (478)737-7411
Email: KButler@maconbibb.us

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement and the attached Exhibits constitute the entire agreement of the parties hereto and no prior representation,

inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. AMENDMENT TO INTEGRATED SUPPLY AGREEMENT.

Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

31. EXHIBITS AND PRECEDENCE. This Agreement and the Exhibits referenced herein constitute the entire contract between CUSTOMER and NAPA concerning the subject matter hereof. In the event of a conflict between the terms of the below referenced documents, the terms in the document with highest relative precedence shall govern. The order of precedence shall be the order of documents as listed below, with the first listed document having the highest precedence and the last listed document having the lowest precedence.

1. The Amendment to Integrated Supply Agreement attached as Exhibit D to this Agreement and incorporated herein by reference.
2. This Agreement.
3. Sample Operational Costs Statement attached as Exhibit B to this Agreement and incorporated herein by reference.
4. The Participating Addendum, attached as Exhibit C and incorporated herein by reference, between the State of Georgia and NAPA, with Exhibit 1: State of Georgia Terms and Conditions, Georgia Statewide Contract SWC 99999-SPD-SWL20201105, (including all documents incorporated within), Exhibit 2: Sourcewell Master Agreement (including all documents incorporated within), and Exhibit 3 Customer Integrated Supply Agreement Template attached thereto.
5. The Assignment Agreement attached as Exhibit A to this Agreement and incorporated herein by reference.

[Remainder of page intentionally left blank / Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____

Name: [Art Fischer](#)

Title: [NAPA Division Vice President](#)

MACON-BIBB COUNTY GEORGIA

By: _____

Name: Lester M. Miller

Title: Mayor, Macon-Bibb County

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20____.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

_____ [JOBBER/POP]

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Agreed and acknowledged:

_____ [CUSTOMER]

By: _____

Name: _____

Its: _____

EXHIBIT B

SAMPLE OPERATIONAL COSTS STATEMENT

 Integrated Business Solutions. PARTS. PEOPLE. PRODUCTIVITY.		Macon Bibb EXHIBIT B Sample Monthly Operational Statement / P & L	
Projected Expenses	NAPA Monthly Parts and Operational Projections	% to sales	
Parts Purchases	70,000	100.00%	
Cost of Goods	64,750	92.50%	
Markup on Parts	5,250	7.50%	
GROSS PROFIT	6,250	7.50%	
Accounting Fees	700	1.00%	
PAYROLL:			
Manager/Counter Salaries	4,100	5.86%	
Delivery Driver Salaries	2,550	3.64%	
Pension / 401k	315	0.45%	
Insurance	530	0.76%	
Workers Comp Insurance	221	0.32%	
FICA/SECA/FUTA/SUI	297	0.42%	
Total ISS Payroll	8,013	11.46%	
Miscellaneous Expenses			
Delivery Truck Insurance	288	0.41%	
Delivery Maintenance/Gas	175	0.25%	
Truck Payment	419	0.60%	
Shelving/Cage Depreciation	-	0.00%	
Freight & Postage	145	0.21%	
General Liability Insurance	97	0.14%	
Interest	-	0.00%	
Light, Heat, Water	-	0.00%	
Rent	-	0.00%	
Stationary, Shipping Supplies	144	0.21%	
Internet Connection	214	0.31%	
Store Expenses	302	0.43%	
Personal Property Taxes	270	0.39%	
Tech / Support / Cataloging	805	1.15%	
Inventory Computer	289	0.41%	
Training	50	0.07%	
TOTAL MISC. EXP.	3,188	4.67%	
TOTAL EXPENSES	11,811	17.02%	
Gross Profit Less Expenses	(5,561)	-9.52%	
Miscellaneous Discounts	0	0.00%	
MGMT FEE	11,811	17.02%	
NET PROFIT	6,250	7.60%	

EXHIBIT C

PARTICIPATING ADDENDUM (INCLUSIVE OF EXHIBITS 1, 2, and 3 to the PARTICIPATING ADDENDUM)

Exhibit 1: State of Georgia Statewide Standard Contract Form

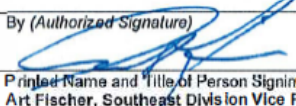
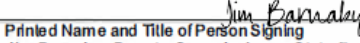
Solicitation Title Customized Fleet Supply Chain & Parts Inventory Management (Integrated Business Solutions)		Solicitation Number Sourcewell # 110520-GPC	Contract Number 99999-SPD-SWL20201105
1. This Contract is entered into between the Agency and the Contractor named below:			
Agency's Name Department of Administrative Services		(hereafter called Agency)	
Contractor's Name Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) (hereafter called Contractor)			
2. Contract to Begin: 03/01/2022	Date of Completion: 12/29/2024	Renewals: Extension and Rollover Clauses available: See Section B.2 below	
3. Performance Bond, if any: N/A		Other Bonds, if any: N/A	
4. Authorized Person to Receive Contract Notices for Agency: Eric Mercier, Eric.Mercier@doas.ga.gov		Authorized Person to Receive Contract Notices for Contractor: Peter Purpura, Peter.Purpura@genpt.com	
5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:			
This Participating Addendum with:			
Exhibit 1: Statewide Contract for Goods and Ancillary Services			
Exhibit 2: Sourcewell Master Agreement			
Exhibit 3: Customizable IBS Agreement			
IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.			
6.			
Contractor			
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS)			
By (Authorized Signature) 		Date Signed 1-10-2022	
Printed Name and Title of Person Signing Art Fischer, Southeast Division Vice President, Genuine Parts Company			
Address 2999 Wildwood Parkway, Atlanta, GA 30339			
8.			
Agency			
Agency Name Department of Administrative Services			
By (Authorized Signature) 		Date Signed 2/4/2022	
Printed Name and Title of Person Signing Jim Barnaby, Deputy Commissioner, State Purchasing Division, Department of Administrative Services			
Address 200 Piedmont Avenue, Ste 1308, West Tower, Atlanta GA 30334			

EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

THIS AMENDMENT to the Integrated Supply Agreement entered is entered into on this ____ day of _____, 20____, by and between Genuine Parts Company d/b/a NAPA Auto Parts (“NAPA”) and Macon-Bibb County, Georgia (“Customer), collectively referred to hereinafter as “the Parties”.

W I T N E S S E T H

As mutually agreed, by the Parties hereto and in consideration of the promises and covenants herein, the Parties desire to amend the Integrated Supply Agreement executed under State of Georgia Contract SWC 99999-SPD-SWL20201105, as follows:

1. Provision 3 of the Agreement shall be Amended as follows:

This Agreement shall begin the date this Agreement is fully executed and continue for an initial term of twelve (12) months. At the conclusion of the initial term, this Agreement may be renewed for up to four (4) additional twelve (12) month terms, unless otherwise terminated pursuant to the provisions of this Agreement or when the Statewide Contract terminates or expires.. This Agreement shall automatically terminate on June 30 of each year without further obligation on the part of Customer and automatically renew on the subsequent July 1 of each year with no further action required on the part of either Party hereto. As a political subdivision of the State of Georgia, financial obligations of Customer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated. This Agreement shall terminate automatically upon the termination, for any reason, of the Statewide Contract. Notwithstanding the foregoing, (a) either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination and (b) nothing in this section shall limit Customer’s obligations set forth in Section 14 hereof.

2. Provision 18 of the Agreement shall be amended as follows:

When sending any notice under the Agreement, NAPA shall also send a copy of such notice to:

Macon-Bibb County
Attn: County Attorney’s Office
P.O. Box 247
Macon, GA 31201

3. Venue; Dispute Resolution.

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

4. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

5. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

6. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

7. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time

amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

8. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

9. Prohibition Against Employing Illegal Aliens

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

10. This Amendment shall control as to all provisions contained herein. Any provision of the Integrated Supply Agreement not indirect conflict with the provisions herein shall be in full force and effect for the life of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

(SEAL)

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____

(SEAL)

Genuine Parts Company d/b/a NAPA Auto Parts:

By: _____
_____(Name/Title) Date _____

Attested: _____
_____(Name/Title) Date _____

Fleet Services recommendation to employ State of Ga contract# SWC-99999-SPD-SWL20201105 for NAPA IBS in-house fleet parts services.

Why Outsource to NAPA IBS

- Eliminate Inventory Investment and cost associated with carrying inventory.
- State of Georgia Contract for this service: Control Parts Costs by utilizing a vetted state contract while increasing transparency in parts pricing. Streamlining fleet parts purchasing contract management.
- Increase technician productivity with NAPA IBS inventory investment and subsequent higher on-hand demand / fill rates.
- Reduction of staffing cost and payroll dollars associated with fleet parts procurement and carrying inventory.
- Reduce costly equipment downtime and associated payroll dollars.
- Reduce transaction cost by cutting the number of suppliers, invoices, accounts payable, purchase orders, and parts returns and warranties.
- No substantive start-up cost.
- Recommendation of consultants and references.

Inventory Management

- NAPA will purchase or manage our current inventory with use of their detailed plan. Parts in stock that are obsolete to our fleet could be lifted and replaced to useable and current inventory. NAPA will model a new inventory that is tailored to the our fleet. NAPA will have ownership of the inventory. The city only pays for a part when a part is requested. NAPA has the capability to integrate with the counties fleet software to streamline and bring increased accountability to parts population detail on City work orders.
- Parts fill rates today are approximately 50-60 percent, IBS increases to roughly 90 percent.
- City will be able to utilize NAPA's existing supply chain and distribution network of stores, distribution centers, and delivery routes to increase City demand and lower equipment downtime and freight cost.
- Integration with the city's fleet Software so the two systems help reduce errors and improve productivity and parts oversight and transparency.

Analysis Summary

- City selected a section of common parts purchases for NAPA IBS to price. The outcome was a 21% overall weighted reduction of part pricing. We project \$176,000 in annualized replacement part savings.
- Payroll today vs. NAPA IBS annualized savings: NAPA's cost of payroll and staffing will be \$2,500 lower than our internal cost of staffing the parts department.
- Reduction of clerical and transaction payroll costs that could be reallocated for additional productivity elsewhere at a minimum of \$10,000 annually.
- Technician productivity increases at 90% on-hand demand fill rates: \$178,252 annually at 1 additional hour per day per tech. Additionally NAPA IBS would shave off a minimum of \$28,000 annually in outsourced hourly labor.
- Elimination of inventory investment and carrying cost. City is carrying \$100k in inventory assets with a known amount to be either obsolete or surplus inventory.
- Create new efficiencies to enable focus on productivity and in-sourcing opportunities for the benefit of the city.
- **Overall a probable annualized net savings of \$ 394,752**

Notable References from others using the NAPA IBS model

- City of Marietta Ga: Scott Lawler / Director of Transportation / slawler@mariettagov.com
- Gwinnett County Ga: Ron Adderley / Division Director, Support Services Department / ronald.adderley@gwinnettcity.com
- Cobb County Ga : Al Curtis / Director Fleet Management / al.curtis@cobbcity.org
- GDOT /Georgia Department of Transportation: Mary Zirock Asst Chief Procurement Officer mzirock@dot.ga.gov
- State of Georgia Dept. of Administrative Services / State Contract Administrator / Billy Gilbert Fleet Category Manager billy.gilbert@doas.ga.gov



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LANDSCAPE SERVICE AGREEMENT WITH PAULK LANDSCAPING & NURSERY, INC. TO PERFORM LANDSCAPING SERVICES, IN THE AMOUNT OF \$165,035.00, TO BE PAID FROM THE PARKS & BEAUTIFICATION BUDGET, CONTRACT LABOR, CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Invitation for Bids (IFB) No. 23-042-LH was published on May 10, 2023, advertised on the Macon-Bibb County's Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, thirty-five (35) vendors were notified of the IFB, of whom, one (1) was African American, three (3) was Native American, and one (1) was Hispanic/Latino; and

WHEREAS, on the published due date of June 15, 2023, one (1) response were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, Paulk Landscaping & Nursery, Inc., whose total bid was the only responsive and responsible submission, is recommended for award; and

WHEREAS, Procurement concurs with this contract award; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute a Landscape Maintenance Service Agreement with Paulk Landscaping & Nursery, Inc. to perform

landscape installation services for Macon-Bibb County, in the amount of ONE HUNDRED SIXTY-FIVE THOUSAND, THIRTY-FIVE DOLLARS AND 00/100 CENTS (\$165,035.00), to be paid from the Parks & Beautification Budget, Contract Labor, Contractual Services line item; in a form to be approved by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

[SIGNATURES TO FOLLOW]

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH DUE SOUTH INVESTMENTS, LLC., FOR THE LEASE OF 90 PARKING SPACES AT 657 WALNUT STREET FOR PARKING FOR THE MACON-BIBB COUNTY COURTHOUSE; AND OTHER LAWFUL PURPOSES.

WHEREAS, Republic Parking Systems, LLC., is a parking management company representing the owner of a certain parking lot located at 675 Walnut Street; and

WHEREAS, due to the limited nature of parking in downtown Macon, especially in and around the Bibb County Courthouse, the Macon-Bibb County Commission finds it necessary to ensure adequate parking for Courthouse employees; and

WHEREAS, Macon-Bibb County desires to lease 90 spaces in the parking lot located at 657 Walnut Street at a rate of \$30.90 per space, for a monthly expenditure of \$2781.00 for an initial term of 12-months; and

WHEREAS, after the conclusion of the initial term, this lease may be automatically renewed for up to nine additional 12-month terms, with rents increasing by 3% each subsequent term; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute a Lease Agreement with Due South Investments, LLC., for the lease of 90 parking spaces in the 657 Walnut Street parking lot, in substantially the same form as shown in Exhibit A.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be substantive provisions of this Resolution and hereby incorporated by reference into this provision

BE IT FURTHER RESOLVED in the event of scrivener's errors shall be discovered in this Resolution or in the Exhibit hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this resolution shall be and the same hereby are repealed, and this resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution

calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
Janice S. Ross, Clerk of Commission

(SEAL)

EXHIBIT A

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (the “Lease”) dated _____, 2023, and made effective as of the January 1, 2023 (the “Effective Date”), by and between DUE SOUTH INVESTMENTS, LLC, a Georgia limited liability company (the “Landlord”) and MACON-BIBB COUNTY, GEORGIA, a body politic and corporate and a political subdivision of the State of Georgia (the “Tenant”). Landlord and Tenant may hereinafter be referred to individually as a “party” or “Party” and collectively as the “parties” or “Parties”.

WITNESSETH

WHEREAS, Landlord is the owner of the parcel of real property in Bibb County, Georgia, located at 657 Walnut Street, Macon, Bibb County, Georgia 31201, and being designated as Bibb County Tax Parcel R073 0086 (the “Property”), all or portions of which contain a parking lot; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease ninety (90) of the parking spaces located on the Property (collectively, the “Parking Lot”), and Tenant acknowledges that there are additional parking spaces located on the Property that will not be leased to Tenant by Landlord;

NOW, THEREFORE, for and in consideration of the mutual promises and benefits herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Parking Lot in accordance with the terms hereof.

Use

The Parking Lot shall be used for an automobile parking solely for the use of its employees, invitees, or agents of Tenant in strict accordance with the terms of this Lease, and for no other purpose whatsoever.

Term

Landlord leases the Parking Lot to Tenant for an initial term commencing on January 1, 2023, and terminating on June 30, 2023 (the “Term”). At the close of the initial term, this Agreement shall automatically renew for up to ten (10) additional 12-month terms, terminating automatically on June 30th of each year and automatically renewing on the subsequent July 1st, unless either Party provides at least sixty (60) days prior written notice of its intent not to renew in advance of the renewal date. This lease will remain in full force until the natural expiration of the Lease Term or until such time as either Party notifies the other of their desire to terminate as set forth herein.

The Parties acknowledge that Tenant is a political subdivision of the State of Georgia, and that financial obligations of Tenant payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

Rent

Tenant shall pay to Landlord as rental for the 90 spaces in the Parking Lot the at a rate of Thirty and 90/100 Dollars (\$30.90) per space, amounting to a total sum of Two Thousand Seven Hundred Eighty-One and 00/100 Dollars (\$2,781.00) per month for the calendar year 2023 (the "Rent"). Commencing on January 1, 2024, and on January 1 of each remaining calendar year during the Term, the Rent shall automatically increase by three percent (3%) over the prior year of the Term (for example, for the year 2024, monthly Rent shall be \$2,864.43). The total obligation for Rent for the calendar year of execution of this Lease and for each calendar year of the remainder of the Term of this Lease are set forth on Exhibit "B" attached hereto and made a part hereof by this reference. The Rent shall be due on the first (1st) day of each and every month in advance during the Term. The late payment by Tenant to Landlord of Rent or any other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, without limitation, processing, clerical and accounting charges, lost interest and late charges which may be imposed on Landlord by the terms of a mortgage. If any Rent is not received within five (5) days from the date such rental is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such payment of Rent. Payment of such late charge shall not excuse or waive the late payment of Rent.

Insurance

Landlord acknowledges that Tenant maintains a program of self-insurance and agrees that Tenant shall not be required to carry any insurance with respect to this Lease. Tenant assumes the risk of damage to any of Tenant's, or Tenant's employees, invitees or agents, personal property, except for damage caused by Landlord. If an event or claim occurs for which a defense and/or coverage would have been available from an insurance company but for Tenant's election to self-insure, Tenant shall, to the extent required under this Lease, (i) undertake the defense of any such claim, including a defense of Landlord at Tenant's sole cost and expense; and (ii) use its own funds to pay any claim or replace any property or otherwise provide the funding that would have been available from insurance proceeds but for such election by Tenant to self-insure. In the event that Tenant elects to terminate its self-insurance program and obtain insurance from a third-party provider, Tenant shall so notify Landlord in writing within ten (10) days of such election, and Tenant shall thereafter obtain and maintain at all times during the Term, at Tenant's sole cost and expense, comprehensive general liability insurance with responsible insurance companies legally authorized to transact business in the State of Georgia. Such insurance must be provided on a "per occurrence" basis in an amount not less than One Million Dollars (\$1,000,000.00) with Two Million Dollars (\$2,000,000.00) umbrella coverage for bodily injury, including personal injury, and damage claim or demand in any way arising out of or in connection with the condition or use of the Parking Lot. Landlord shall be named as an additional insured on such insurance policy(ies). On or before the effective date of such insurance policy(ies), Tenant shall deliver to Landlord copies of all certificates of insurance required to be carried by Tenant in accordance with this Lease showing that such insurance is in force, that Landlord has been named as an additional insured, and is non-cancelable without at least thirty (30) days prior written notice to Landlord.

Damage or Destruction

Landlord shall have no obligation whatsoever to Tenant to repair or restore the Parking Lot in the event of any damage or destruction (collectively, the "Damage"), regardless of whether the Damage is covered by insurance. In the event that Landlord elects not to repair or restore the Damage, or in the event that the Parking Lot is rendered inoperable as a result of Damage which is not repaired and restored within ninety (90) days following the Damage, this Lease shall terminate. The Rent for any period during which

the Damage impairs Tenant's use of the Parking Lot shall be reduced in proportion to the portion of the Parking Lot which Tenant is unable to use. For purposes of clarity and by way of example only, if 50% of Tenant's use of the Parking Lot is impaired by the Damage, the Rent shall be reduced by 50% until the Damage is repaired or this Lease terminates pursuant to this paragraph. Notwithstanding anything contained herein to the contrary, in the event that the Damage is caused by acts or omissions of Tenant, its employees, invitees or agents, there shall be no reduction in the Rent, and Tenant shall be responsible for the prompt repair or restoration of the Parking Lot to its condition prior to such Damage.

Condemnation

In the event that after the execution of this Lease and prior to the expiration of the Term, the whole or any material portion of the Parking Lot shall be taken under power of eminent domain by any public or private authority or conveyed by Landlord to said authority in lieu of such taking, this Lease shall, at the option of either party, be terminated. All compensation awarded for any taking, whether for the whole or a portion of the Parking Lot, shall be the sole property of Landlord.

In the event that the temporary use of the whole or any part of the Parking Lot shall be taken at any time during the Term in the exercise of the power of eminent domain by any sovereign, municipality or other authority (or by a conveyance in lieu of such exercise), the Term shall not be reduced or affected in any way and Tenant shall continue to pay in full the rental, and the entire award for such taking shall be paid to Landlord.

Indemnification

To the extent permissible by law, and except to the extent of the gross negligence of Landlord, Tenant will, in all events, indemnify and save Landlord harmless from and against all claims, actions, damages, liability and expense in connection with the loss of life, personal injury, damage to property, or otherwise **(i)** arising, out of or related to any occurrence in, on, upon or at the Parking Lot or the occupancy or use of same, or any part thereof, by Tenant or others, without limitation with the exception of those matters which stem directly from Landlord's willful negligence, omissions or intentional acts, and **(ii)** arising out of any breach of any warranty or representation of Tenant or default in the performance of any obligation of Tenant under this Lease. In the event that Landlord shall, with no fault on Landlord's part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and pay all costs, expenses and reasonable attorney's fees paid or incurred by Landlord in connection with such litigation. The provisions of this Indemnification section shall survive the termination of this Lease.

Repairs and Maintenance

Tenant, at Tenant's sole cost and expense, shall keep and maintain in good order, condition and repair and in a clean, sanitary and safe condition, the Parking Lot, including light poles and/or lightbulbs and excluding only those repair obligations assumed by Landlord as set forth in this Repairs and Maintenance section.

Landlord and Tenant shall inspect and evaluate the Parking Lot's asphalt paving condition at the end of the Term. Tenant shall have the Parking Lot resurfaced, if mutually agreed upon.

Tenant shall not remove any building or fixtures now located upon the Parking Lot without the

prior written consent of Landlord, which shall not be unreasonably withheld.

Landlord shall repair lines for utilities which serve the Parking Lot. Landlord shall be obligated to cause to be completed, major capital repairs and structural repairs (unless caused by the negligence or willful misconduct of Tenant or Tenant's employees or invitees) required in Landlord's sole discretion.

Whenever and as often as Tenant shall materially fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by Tenant hereunder, then, upon ten (10) days' prior written notice to Tenant (or upon shorter notice, or with no notice at all, if necessary to meet an emergency situation or a governmental or municipal time limitation), Landlord, at Landlord's option, in addition to all other remedies available to Landlord, may perform, or cause to be performed, such work, labor, services, acts or things, and take such other steps, including, but not limited to, entry onto the Parking Lot, as Landlord may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event Tenant shall reimburse Landlord upon demand, and from time to time, for all reasonable and documented costs and expenses, including, without limitation, reasonable attorneys' and paralegals' fees throughout all trial and appellate proceedings, suffered or incurred by Landlord in so complying with or performing such term, covenant, condition or agreement. Any sums of money advanced by Landlord hereunder shall bear interest from the date of such advance at the highest rate permitted under applicable law. The commencement of any work or the taking of any other steps or performance of any other act by Landlord pursuant to the immediately preceding sentence shall not be deemed to obligate Landlord to complete the curing of any term, covenant, condition or agreement which is in default.

Costs and Expenses

Landlord shall pay only the following costs and expenses associated with the Parking Lot: real estate taxes, general and special assessments assessed on the Property, insurance protecting Landlord's interest in the Property as determined by Landlord in Landlord's sole discretion (such insurance, if any, being in addition to that required to be obtained by Tenant pursuant to the Insurance section of this Lease), debt service on any loans on which Landlord or an affiliate of Landlord is the borrower and which are secured by or related to the Parking Lot, and any governmental assessments related directly to the ownership of the Parking Lot.

Except as expressly provided in the preceding paragraph, all costs and expenses directly associated with Tenant's operations on the Parking Lot, including without limitation thereto, all utility bills, shall be borne and paid by Tenant.

Assignment

This Lease may not be assigned by Tenant without the prior written consent of Landlord. Landlord (or Landlord's successors or assigns) may assign this Lease, or any interest herein and Tenant (and Tenant's permitted successors or assigns) shall attorn to such assignee.

Default

If Tenant (i) shall fail to pay any Rent on or before the due date, or (ii) shall make an assignment for the benefit of its creditors, or (iii) shall file a petition under any provision of the Federal Bankruptcy Act or have such a petition filed against it, or shall have or suffer a receiver or trustee to be appointed to

take charge or custody of all or any portion of Tenant's property, voluntarily or involuntarily, or (iv) shall assign, mortgage or encumber this Lease or sublet the whole or any part of the Parking Lot in violation of the terms of this Lease, or (v) shall fail to perform or observe any covenant, agreement, or requirement of this Lease and such failure shall continue for fifteen (15) days after written notice thereof is given by Landlord to Tenant, except in the case of failure to pay Rent in which case the period of time shall be five (5) days after written notice, then in either of said events, Landlord shall have the right, at its option, to declare the Rent for the entire term of this Lease to be immediately due and payable, and/or to declare this Lease void and immediately repossess the Parking Lot and remove therefrom Tenant, its agents, employees, servants, licensees and any and all persons and any and all property, with or without legal process and with the use of force if necessary and/or to relet the Parking Lot for the account of Tenant charging Tenant for the difference between the Rent specified in this Lease and the amount of rent that can be obtained through reasonable diligence by such reletting. Without limiting the generality of the foregoing, Landlord shall have the right, but not the obligation, to relet the Parking Lot for a term that extends beyond the expiration of this Lease and/or to repair the Parking Lot, if reasonably necessary to relet, charging the cost of such repairing to Tenant. No action taken by Landlord in the event of default shall relieve Tenant from its obligations as specified in this Lease.

In the event that Tenant shall default in making any payment required to be made by Tenant or shall default in performing any term, covenant or condition of this Lease on the part of Tenant to be performed, which shall involve the expenditure of money by Tenant, Landlord at Landlord's option may, but shall not be obligated to, make such payment, or, on behalf of Tenant, expend such sum as may be necessary to perform and fulfill such term, covenant or condition, and any and all sums so expended by Landlord, with interest thereon at the highest rate allowed by applicable law from the date of such expenditure, shall be additional Rent, and shall be repaid by Tenant to Landlord, on demand. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default.

All remedies specified herein are in addition to any and all others authorized by law or in equity.

In the event that Landlord shall fail to perform or observe any covenant, agreement, or requirement of this Lease and such failure shall continue for fifteen (15) days after written notice thereof is given by Tenant to Landlord (the "Landlord's Cure Period"), then Tenant shall have the right to terminate this Lease with written notice to Landlord; provided, however that if Landlord has in good faith undertaken to remedy the failure, but such remedy would reasonably require longer than fifteen (15) days to effectuate, Landlord shall so notify Tenant in writing with a summary of the curative actions being taken, the Rent shall be prorated appropriately, and the Landlord's Cure Period shall be extended an additional thirty (30) days or such longer period of time as may be reasonably required to allow Landlord to remedy the failure. If at the end of said extended Landlord's Cure Period, Landlord's failure remains uncured, Tenant may terminate this Lease with written notice to Landlord.

Liens

Tenant shall have no right to cause or create, and agrees to keep the Parking Lot, free of mechanic's liens and other liens for labor, services, or material purchased or procured, directly or indirectly, by or for Tenant. Tenant, however, shall have the right to contest the validity or amount of any such lien provided that Tenant is proceeding in good faith, and provided further that Tenant shall post a bond or other security approved by Landlord or deposit cash in an interest bearing escrow account maintained by Landlord for

the purpose and in an amount sufficient to discharge the lien, and, upon the final determination of such contest, shall immediately pay and discharge any judgment rendered, together with all costs, charges, and interest incidental thereto, and shall cause the lien thereof to be released from the Parking Lot. Should the Tenant fail within ten (10) days after notice of the filing of any such lien to discharge or cause the release of such liens or charges or to contest the same and post bond or other security as above provided, then the Landlord, at Landlord's option, may bond any such lien or satisfy such lien by payment thereof; and, in such event, the cost or amount of any such bond or payment shall be considered additional Rent and shall be paid to Landlord by Tenant upon demand, together with interest thereon, at the highest rate allowed by law from the time Landlord's payment is made until repayment by Tenant. Tenant shall promptly reimburse Landlord for all costs and expenses, including, but not limited to, attorneys' and paralegals' fees and costs, incurred by Landlord in connection with **(i)** Tenant contesting the validity or amount of any lien, **(ii)** Landlord holding any security for the purpose of discharging any lien, and **(iii)** Landlord bonding or satisfying any lien by payment thereof.

Environmental Concerns

Tenant represents and warrants that Tenant shall not: **(a)** wash, clean (except for automobile windshields), wax or otherwise service any automobiles or permit same to be washed, waxed, cleaned or serviced in or on the Parking Lot; **(b)** Tenant shall not cause or permit the generation, storage, transportation, disposal, release or discharge of hazardous materials, hazardous waste, hazardous substances, solid waste or pollution upon, in, over or under the Parking Lot; **(c)** become involved in nor allow operations at the Parking Lot which would lead to the imposition on the Tenant of liability under Georgia law, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq. ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et. seq. ("CERCLA") or any other federal, state or local ordinances, laws or regulations regarding environmental matters or hazardous substances; or **(d)** fail to promptly comply with the requirements of RCRA, CERCLA and all federal, state and local laws and regulations regarding environmental matters or hazardous substances as the same may each be amended from time to time (including, without limitation, all federal, state and local laws and regulations regarding underground storage tanks), and all such laws and regulations relating to asbestos and asbestos-containing materials, PCB's, radon gas, urea formaldehyde foam insulation, and will notify Landlord promptly in the event of any release or discharge or a threatened release or discharge of hazardous materials, hazardous wastes, hazardous substances, solid waste or pollution upon, in, over or under the Parking Lot as those terms are defined in any federal, state or local ordinances, laws or regulations regarding environmental matters or hazardous substances, or the presence of asbestos or asbestos-containing materials, PCB'S, radon gas or urea formaldehyde foam insulation at the Parking Lot, or of the receipt by Tenant of any notice from any governmental agency or authority or from any other person or entity with respect to any alleged such release or presence promptly upon discovery of such release, or promptly upon receipt of such notice, and will promptly send Landlord copies of all results of any tests regarding same on the Parking Lot. The provisions of this Environmental Concerns section shall survive the termination of this Lease.

Delivery of Parking Lot

Landlord shall deliver the Parking Lot to Tenant in an "As Is" condition. Tenant accepts the Parking Lot in the Parking Lot's existing condition, without representation or warranty, express or implied, in fact or by law, and no representation, statement or warranty, expresses or implied, has been made by or on behalf of Landlord as to such condition. In no event shall Landlord be liable for any defect in the Parking Lot or for any limitation on the Parking Lot's use.

Signs

Tenant shall not paint or place any sign, light, advertisement, antenna or awning on the Parking Lot or the gates of the Parking Lot without the prior written consent of Landlord, which consent shall not be unreasonably withheld. In the event that any signs are installed on the Parking Lot, same shall be in compliance with all applicable laws, rules and regulations, and shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant, at Tenant's sole cost and expense, shall obtain all permits and licenses required in connection with any sign and shall be fully responsible for the installation thereof.

Notices

Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier (i.e., Federal Express), or by electronic mail ("Email"), to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this paragraph. The effective date of notice given by personal delivery shall be the date of such delivery. The effective date of notice by mail or overnight carrier shall be the date such notice is mailed or deposited with such overnight carrier. The effective date of notice by Email shall be the date such notice is sent to its intended recipient(s) provided that a copy of such notice is sent within one (1) business day by another method provided for in this Notices section.

If to Landlord: Due South Investments, LLC
 Attention: Earl Barrs
 201 Second Street, Suite 1200
 Macon, Georgia 31201
 Email: ebarrs@duesouthinvestments.com

If to Tenant: Macon-Bibb County, Georgia
 Attention: Michael McNeill
 700 Poplar Street
 Macon, Georgia 31201
 Email: MMcNeill@maconbibb.us

Mortgages

Upon thirty (30) days' written request from Tenant, Landlord shall use reasonable efforts to obtain a non-disturbance agreement from any existing mortgagee of the Parking Lot, on such mortgagee's standard form. The non-disturbance agreement shall provide that in the event of a foreclosure, such mortgagee shall agree to recognize the Lease and not to disturb Tenant's use and occupancy of the Parking Lot so long as Tenant shall not be in default under the Lease.

Estoppel Certificate

Tenant shall, without charge, at any time and from time to time, within five (5) days after written request of Landlord, certify by a written instrument duly executed and acknowledged to Landlord or any mortgagee, lender, purchaser or participant, or proposed mortgagee, purchaser, lender or participant, as to such information and facts as Landlord may request, including, without limitation, the term, the amount of rent, the then validity and force and effect of this Lease, any work to be done thereunder by Tenant, the existence or non-existence of any default on the part of the Landlord hereunder, and the existence or non-existence of any offsets, counterclaims or defenses thereto on the part of Tenant.

Subordination

Except to the extent of Tenant's right and license to use the Parking Lot solely for the purposes permitted hereunder, Tenant has no occupancy or possessory interest, whatsoever, in the Parking Lot. This Lease and Tenant's rights hereunder are and shall be subordinate at all times to all ground and underlying agreements and all mortgages (in any amounts and all advances thereon) which may now or hereafter affect the Parking Lot or any part thereof, and to all renewals, future advances, modifications, spreaders, consolidations, replacements, and extensions thereof. In confirmation of the foregoing, Tenant shall promptly upon request therefore by Landlord, and without charge therefor, execute such certifications, subordinations, or other documents as Landlord may require. If any holder of any encumbrance requires that this Lease be prior rather than subordinate to any such mortgage, Tenant shall, promptly upon request therefor by Landlord or such holder and without charge therefor, execute a document effecting or acknowledging such priority, which document shall contain, at the option of such holder, an attornment obligation to the mortgagee or ground lessor (as new landlord) in the event of foreclosure, deed in lieu of foreclosure, or termination of the ground agreement, or to any party acquiring title (or the ground lessor's leasehold position) through such mortgagee or ground lessor in such event. This Subordination section shall be self-operative and no further instrument of subordination shall be required.

Attorneys' Fees

In the event either of the parties hereto is required to institute legal proceedings to enforce any of the terms, covenants and conditions of this Lease, the prevailing party shall be entitled to be reimbursed for all reasonable attorneys' and paralegals' fees incurred at all levels (including appellate fees), as well as court costs and other disbursements.

Loss and Damage

Notwithstanding any contrary provision of this Lease, Landlord shall not be responsible for any loss of or damage to the property of Tenant or of or to others located on or about the Parking Lot, except where caused by the gross negligence or willful act of Landlord.

Force Majeure

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party,

war, severe weather, including hurricanes or tornadoes, or other reason beyond Landlord or Tenant's control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

Successors and Assigns

Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Entire Agreement

This instrument contains the entire and only agreement between the parties, and no oral statement or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties. This Lease shall be governed by and construed in accordance with the laws of the State of Georgia.

LIABILITY OF LANDLORD

NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD SHALL NOT HAVE ANY PERSONAL LIABILITY WHATSOEVER UNDER OR WITH RESPECT TO THIS LEASE, AND TENANT SHALL LOOK SOLELY TO THE ESTATE, RENTS, PROFITS AND PROPERTY OF LANDLORD ONLY IN AND TO THE LAND COMPRISING THE PARKING LOT FOR THE COLLECTION OF ANY JUDGMENT OR OTHER JUDICIAL PROCESS ARISING OUT OF ANY CLAIMS, DEMANDS OR CAUSES OF ACTION IN ANY WAY ARISING OUT OF OR RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS LEASE, AND NO OTHER ASSETS OR PROPERTY WHATSOEVER OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF ANY REMEDIES OF TENANT WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO ANY DEFAULT OR BREACH BY LANDLORD UNDER OR WITH RESPECT TO THIS LEASE.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed and sealed by their respective duly authorized representatives as of the day and year first set forth above.

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{SIGNATURES APPEAR ON THE FOLLOWING PAGES}

LANDLORD:

DUE SOUTH INVESTMENTS, LLC

By: _____ (L.S.)
EARL D. BARRS, Manager

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{SIGNATURES CONTINUED ON THE FOLLOWING PAGE}

TENANT:

MACON-BIBB COUNTY, GEORGIA

By: _____ (L.S.)

Name: _____

Title: _____

Attest: _____ (L.S.)

Name: _____

Title: _____

EXHIBIT “A”

Total Obligation of Tenant for Rent for Each Calendar Year of the Term of this Lease

2023 (January 1 through December 31):	\$33,372.00
2024 (January 1 through December 31):	\$34,373.16
2025 (January 1 through December 31):	\$35,404.35
2026 (January 1 through December 31):	\$36,466.48
2027 (January 1 through December 31):	\$37,560.47
2028 (January 1 through December 31):	\$38,687.28
2029 (January 1 through December 31):	\$39,847.90
2030 (January 1 through December 31):	\$41,043.34
2031 (January 1 through December 31):	\$42,274.64
2032 (January 1 through December 31):	\$43,542.88
2033 (January 1 through June 30):	\$22,424.58



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND SECTIONS 4-125 AND 4-145 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES FOR THE PURPOSE OF AMENDING THE HOURS OF OPERATION, SALE, AND SERVICE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PREMISES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Code of Ordinances currently provides for businesses licensed to sell distilled spirits for consumption on premises to continue to serve and sell drinks until 2:00 a.m., and to close their business no later than 3:00 a.m.; and

WHEREAS, the Macon-Bibb County Commission finds that allowing this additional hour of operations may burden some businesses who face market pressure to stay open when they are not able to earn revenue from the sale of alcoholic beverages, and may also contribute to loiterers or non-customers coming to or remaining on the premises after operations of the business have largely ended; and

WHEREAS, there are practical difficulties to enforcing the prohibition on selling alcoholic beverages during the hour between 2:00 and 3:00, which has led to reports of businesses regularly violating hours of service requirements; and

WHEREAS, in order to provide uniformity and make the following of expectations easier to observe and enforce, the Macon-Bibb County Commission desires to amend the Macon-Bibb County Code of Ordinances so as to eliminate this hour gap between the end of alcohol service at 2:00 and closing time at 3:00, with a redline document showing the precise changes made by this Ordinance being attached hereto at Exhibit A and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same that:

SECTION 1.

Section 4-125 of Article V of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 4 – ALCOHOLIC BEVERAGES

ARTICLE V. – RETAIL PACKAGE SALES OF WINE AND MALT BEVERAGES AND RETAIL SALES OF WINE AND MALT BEVERAGES FOR CONSUMPTION ON PREMISES

Sec. 4-125. Hours of sales; hours of operations; hours of brown bagging; sales on election days; Sunday sales.

Subject and in addition to the provisions found in Section 4-145 of this Code:

(a)

(1) No licensee shall sell or offer for sale any wine or malt beverages by the package to go at any time on Sunday before the hour of 11:00 a.m. or after the hour of 12:00 midnight.

(2) No licensee shall sell or offer for sale any wine or malt beverages for consumption on premises at any time on Sunday before the hour of 12:30 p.m. or after the hour of 12:00 midnight, nor between the hours of 2:00 a.m. and 6:00 a.m. on other days of the week; provided, however, that licensees holding Sunday sales permits in accordance with Section 4-143(c) of this Chapter shall instead be authorized to sell or offer for sale wine or malt beverages for consumption on premises on Sundays between the hours of 11:00 a.m. and 12:00 midnight, inclusive.

(b) Pursuant to the provisions of O.C.G.A. § 3-3-20, and subject to the provisions of subsection (a), the sale of malt beverages and wine shall be permitted on election days as the same are defined in the Official Code of Georgia Annotated; provided, however, that it shall nonetheless be unlawful for any person to sell malt beverages and wine within 250 feet of any polling place or of the outer edge of any building within which such polling place is established on primary or election days.

(c) The provisions of subsection (a), insofar as they prohibit sales between midnight on Saturday and 2:00 a.m. on Sunday, shall not apply to sales or consumption on the premises by

licensees who are licensed under this Chapter for the sale of distilled spirits for consumption on the premises.

SECTION 2.

Section 4-145 of Article VI of Chapter 4 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 4 – ALCOHOLIC BEVERAGES

ARTICLE VI. – RETAIL SALES OF DISTILLED SPIRITS FOR CONSUMPTION ON THE PREMISES

Sec. 4-145. Hours of operation of licensed premises.

(a) No person or entity licensed under this Chapter for the sale of alcoholic beverages for consumption on-premises shall be open for business at any licensed location between the hours of 2:00 a.m. and 6:00 a.m. on any day. For purposes of this paragraph, a premises shall be considered not to be “open for business” if and only if the following conditions are met:

- (1) There are no persons present in the interior of the licensed location other than law enforcement officers, code enforcement officers, or employees of the licensed business;
- (2) All customer access doors to the licensed location are closed and locked; and
- (3) In the totality of the circumstances, other indicia of normal business operations, including without limitation, the presence of a sign indicating whether the business is opened or closed, the staging of any kind of performance, or the sales, provision, or consumption of any goods or services, are collectively consistent with a business that is not operating.

(b) Notwithstanding the provisions of subsection (a) of this Section, no licensee which is operating in any location pursuant to a special event permit shall be permitted to sell or serve alcoholic beverages on any day between the hours of 11:30 p.m. and 10:00 a.m.; and no special event permit holder, or person or entity under contract with such permit holder for the provision of alcoholic beverages shall suffer or permit the consumption of any alcoholic beverages within the special event location during such hours.

(c) Notwithstanding the provisions of subsections (a) and (b) of this Section, any licensee which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served, or which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging shall be permitted to operate between the hours of 2:00 a.m. and 6:00 a.m., but shall not sell or serve any alcoholic beverages for consumption on-premises during such hours; and shall not suffer or permit the consumption of alcoholic beverages on the licensed premises during such hours, except within rooms rented for overnight lodging, regardless of whether such

beverages were purchased from the licensed location prior to 2:00 a.m., or were purchased elsewhere and brought onto the premises for the purposes of brown bagging.

SECTION 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by references as if fully set out herein.

SECTION 3.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

SECTION 4.

- (a) It is hereby declared to the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 5.

All ordinances or part of Ordinances in conflict with this Ordinance are, to the extent such conflict, hereby repealed or set aside.

SECTION 6.

In the event scrivener's errors shall be discovered in this Ordinance after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

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EXHIBIT A

Sec. 4-125. Hours of sales; hours of operations; hours of brown bagging; sales on election days; Sunday sales.

Subject and in addition to the provisions found in Section 4-145 of this Code:

- (a) (1) No licensee shall sell or offer for sale any wine or malt beverages by the package to go at any time on Sunday before the hour of 11:00 a.m. or after the hour of 12:00 midnight.
- (2) No licensee shall sell or offer for sale any wine or malt beverages for consumption on premises at any time on Sunday before the hour of 12:30 p.m. or after the hour of 12:00 midnight, nor between the hours of 2:00 a.m. and 6:00 a.m. on other days of the week; provided, however, that licensees holding Sunday sales permits in accordance with Section 4-143(c) of this Chapter shall instead be authorized to sell or offer for sale wine or malt beverages for consumption on premises on Sundays between the hours of 11:00 a.m. and 12:00 midnight, inclusive.
- (b) Pursuant to the provisions of O.C.G.A. § 3-3-20, and subject to the provisions of subsection (a), the sale of malt beverages and wine shall be permitted on election days as the same are defined in the Official Code of Georgia Annotated; provided, however, that it shall nonetheless be unlawful for any person to sell malt beverages and wine within 250 feet of any polling place or of the outer edge of any building within which such polling place is established on primary or election days.
- (c) The provisions of subsection (a), insofar as they prohibit sales between midnight on Saturday and 2:00 a.m. on Sunday, shall not apply to sales or consumption on the premises by licensees who are licensed under this Chapter for the sale of distilled spirits for consumption on the premises.

Sec. 4-145. Hours of operation of licensed premises.

- (a) No person or entity licensed under this Chapter for the sale of alcoholic beverages for consumption on-premises shall be open for business at any licensed location between the hours of 32:00 a.m. and 6:00 a.m. on any day. For purposes of this paragraph, a premises shall be considered not to be "open for business" if and only if the following conditions are met:
 - (1) There are no persons present in the interior of the licensed location other than law enforcement officers, code enforcement officers, or employees of the licensed business;
 - (2) All customer access doors to the licensed location are closed and locked; and
 - (3) In the totality of the circumstances, other indicia of normal business operations, including without limitation, the presence of a sign indicating whether the business is opened or closed, the staging of any kind of performance, or the sales, provision, or consumption of any goods or services, are collectively consistent with a business that is not operating.
- (b) Notwithstanding the provisions of subsection (a) of this Section, no licensee which is operating in any location pursuant to a special event permit shall be permitted to sell or serve alcoholic beverages on any day between the hours of 11:30 p.m.~~2:00 a.m.~~ and 6~~10~~:00 a.m.; and no special event permit holder, or person or entity under contract with such permit holder for the

provision of alcoholic beverages shall suffer or permit the consumption of any alcoholic beverages within the special event location during such hours.

(c) Notwithstanding the provisions of subsections (a) and (b) of this Section, any licensee which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served, or which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging shall be permitted to operate between the hours of ~~3~~2:00 a.m. and 6:00 a.m., but shall not sell or serve any alcoholic beverages for consumption on-premises during such hours; and shall not suffer or permit the consumption of alcoholic beverages on the licensed premises during such hours, except within rooms rented for overnight lodging, regardless of whether such beverages were purchased from the licensed location prior to ~~3~~2:00 a.m., or were purchased elsewhere and brought onto the premises for the purposes of brown bagging.



GEORGIA DEPARTMENT OF PUBLIC HEALTH

KATHLEEN E. TOOMEY, M.D., M.P.H., COMMISSIONER

MOBILE FOOD SERVICE UNIT PERMIT

(DATE ISSUED)

(PERMIT NUMBER)

A PERMIT IS HEREBY GRANTED TO

(PERMIT HOLDER)

to maintain and operate a mobile food service unit

Name of Mobile Unit: _____

Base of Operation: _____

(NAME OF BASE OF OPERATION)

Location of Base of Operation: _____

(STREET, HIGHWAY, OR RFD)

(CITY OR TOWN)

License Plate Number: _____

This permit signifies compliance on the date of issue with the Rules of the Georgia Department of Public Health pursuant to the O.C.G.A. 26-2-373 et seq. and is valid until the permit is suspended, revoked, or expires.

Issuing Official for County Board of Health

DISPLAY FOR PUBLIC VIEW – NOT TRANSFERABLE – PROPERTY OF THE HEALTH AUTHORITY



MOBILE FOOD TRUCK, TRAILER, OR PUSHCART AUTHORIZATION (ADDITIONAL COUNTIES)

Mobile Food Truck Authorization for counties outside the county of origin

THIS APPLICATION IS FOR PERMITTED MOBILE FOOD SERVICE UNIT PERMIT HOLDERS WHO WISH TO OPERATE IN ANOTHER COUNTY FROM THEIR COUNTY OF ORIGIN. PLEASE SUBMIT THIS APPLICATION TO THE COUNTY HEALTH DEPARTMENT IN WHICH YOU WANT TO OPERATE YOUR MOBILE FOOD SERVICE UNIT ALONG WITH THE REQUESTED DOCUMENTATION.

Mobile Food Service Unit Name

**County of Origin
Permit Number**

License Plate Number

Please enclose the following documents (electronic delivery, such as email submission of these documents is acceptable; contact county for details):

- A Listing of locations, dates, and times in the county the mobile food unit intends to operate. (ex: link to website listing an updated calendar of dates/times)
- Copy of current Menu for mobile listed above
- Proof of compliance with all other applicable local agencies (e.g. zoning, fire, etc.)
- Completed Toilet Use Agreement Form
- Completed Property Use Agreement Form

I attest that the information provided with this document is true and accurate, and that I have not made any changes to my operation since receiving my permit from the county of origin. I agree to comply with the State of Georgia Rules and Regulations for Food Service Chapter 511-6-1. I understand that only the foods listed on the menu submitted with the Base of Operation plans may be prepared and served from this unit. I will notify the health department of jurisdiction at least 7 days in advance of any change in vending locations.

ALL FOOD VENDORS SHALL BE REGISTERED WITH THE CITY / COUNTY BUSINESS LICENSE OFFICE.

Name of Owner or Authorized Agent

Title

Signature

Date

Address

Phone

FOR HEALTH DEPARTMENT USE ONLY:

Top portion of form is to be retained in file; lower portion is to be issued to the mobile food operator for display upon completion of document.

NOTE: EHS shall enter the information from the permit issued by the county origin below and based off the supplemental documentation provided for review and verification determine if an Authorization to Operate can be issued to operator.

DATE ISSUED: _____ DATE OF EXPIRATION: _____

MOBILE UNIT NAME: _____

MOBILE UNIT PERMIT HOLDER NAME: _____

MOBILE UNIT PERMIT HOLDER PHONE: _____ EMAIL: _____

MOBILE UNIT PERMIT HOLDER ADDRESS: _____

MOBILE UNIT PERMIT #: _____ COUNTY: _____

AUTHORIZATION TO OPERATE APPROVED? ☐ YES ☐ NO FEES PAID ☐ YES ☐ NO

AUTHORIZATION TO OPERATE ISSUED BY: _____

COUNTY OF AUTHORIZATION: _____

"AUTHORIZATION TO OPERATE" FOR MOBILE FOOD TRUCK, TRAILER, OR PUSHCART

DATE ISSUED: _____ DATE OF EXPIRATION (if applicable): _____

MOBILE UNIT NAME: _____

MOBILE UNIT PERMIT HOLDER NAME: _____

COUNTY: _____

This authorization will allow the mobile unit to operate in the county upon issue. The mobile unit operator is subject to county (health authority) enforcement of the Georgia Food Service Rules and Regulations. The mobile food service establishment shall allow the issuing health authority access of the operation for the purpose of inspection. If the County of Origin for which holds the permit of the mobile food service establishment has an expiration date for such permit, this authorization is subject to the same expiration timeline as said permits. Upon expiration, the mobile unit operator shall renew authorization to continue operation of the mobile unit.

AUTHORIZATION ISSUED BY: _____
PRINTED NAME TITLE SIGNATURE

MOBILE FOOD UNIT OPERATORS SHALL RETAIN FOR HEALTH DEPARTMENT REVIEW DURING INSPECTION.



AUTHORIZATION CERTIFICATE – NOT TRANSFERABLE



MOBILE FOOD SERVICE UNIT PROPERTY USE AGREEMENT

The property owner agrees to allow the Mobile Food Service Unit listed below to use his/her property (indicated below) as a Food Vending Location during the times specified below.

PROPERTY OWNER INFORMATION:

Owner Name: _____ Phone (____) _____
Street Address of Owner: _____
City: _____ Zip Code: _____
E-Mail Address: _____ Signature: _____
Date: _____

MOBILE FOOD SERVICE UNIT INFORMATION:

Name of Mobile Food Service Unit: _____ Permit #: _____
Name of Mobile Food Service Unit Owner: _____ Phone (____) _____
Times of Operation: _____
Base of Operation Address: _____ Phone (____) _____
City: _____ Zip Code: _____
Property/Food Vending Location Address: _____
City: _____ Zip Code: _____
E-Mail Address: _____ Signature: _____
Date: _____

NOTE: As a Mobile Food Service Unit permit holder, I understand and agree that if I make any changes to my Food Vending Location, I must notify the Environmental Health Department (EH) within seven (7) calendar days. I further understand that failure to notify EH of any changes may result in the suspension or revocation of my permit to operate as a Mobile Food Service Unit.



TOILET USE AGREEMENT FOR MOBILE FOOD SERVICE UNIT

Toilet facilities must be located within 200 feet from the Mobile Food Service Unit.

SANITARY TOILET FACILITY INFORMATION:

Owner Name: _____ Phone #: (_____) _____

Owner Street Address: _____

City: _____ Zip Code: _____

Toilet Facility Address: _____

City: _____ Zip Code: _____

I agree to allow the employees and consumers of the Mobile Food Service Unit listed below to use my sanitary toilet facilities at the location listed above during the operational hours of the Mobile Food Service Unit.

Owner Signature: _____ Date: _____

MOBILE FOOD SERVICE UNIT INFORMATION:

Business Name: _____ Permit #: _____

Owner Name: _____ Phone #: (_____) _____

City: _____ Zip Code: _____

Food Vending Location Address: _____ Hours of Operation: _____

Owner Street Address: _____

City: _____ Zip Code: _____

As a Mobile Food Service Unit permit holder, I understand that if toilet facilities are not available for employee/consumer use, then the Mobile Food Service Unit will be removed from the Food Vending Location completely.

Permit Holder Signature: _____ Date: _____



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND CHAPTER 7 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES FOR THE PURPOSE OF REGULATING THE OPERATION OF FOOD TRUCKS WITHIN THE COUNTY AT CERTAIN TIMES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission finds that food trucks and mobile food vendors can be welcome attractions within the community at certain times and locations; that they can provide new or unusual food offerings, as well as access to quality prepared food at locations which may not have permanent restaurant operations or offerings of a similar type; and

WHEREAS, the Macon-Bibb County Commission further finds that some food truck proprietors or mobile food vendors elect to operate their businesses in a manner which can create hazardous conditions for the public or which impose undue hardships on the community; and

WHEREAS, these hazards or hardships can include unauthorized use of rights of way; interfering with public use of sidewalks or parking areas; trespassing on private property; improper disposal of food waste, litter, and grease; contributing to unsafe crowd conditions or traffic congestion; and disrupting or interfering with lawful business operations; and

WHEREAS, Macon-Bibb County has received numerous complaints relating to food trucks and other mobile food vendors operating in hazardous ways or ways that impose hardships on the community during late night or early morning hours; and

WHEREAS, the Macon-Bibb County Commission desires to regulate the operation of food trucks and mobile food vendors as an exercise of its police powers in order to mitigate the negative effects of those bad actors who operate in hazardous or harmful ways; and

WHEREAS, O.C.G.A. § 26-2-379(a) expressly provides that the permitting process for mobile food service establishments, including food trucks and mobile food vendors, only allow such operations “subject to the ordinances of” the local governing city or county; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same that:

SECTION 1.

Division 7 of Article II of Chapter 7 of the Macon-Bibb County Code of Ordinances, now reserved, is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 7 – BUSINESS REGULATIONS

ARTICLE II. – BUSINESSES

DIVISION 7. – FOOD TRUCKS

Sec. 7-201. – “Food trucks” defined.

For purposes of this Chapter, the term “Food Truck” shall mean the same thing as the term “mobile food service establishment,” as defined in O.C.G.A. Title 26, Chapter 2, Article 13, as amended from time to time, and shall include all business operations which actually are permitted as a mobile food service establishment, or which are required by law to be so permitted, notwithstanding whether such establishment actually has a valid mobile food service establishment permit.

Sec. 7-202. – Purpose.

The purpose of this Division is to regulate the operation of Food Trucks, whether lawfully permitted or otherwise. All requirements imposed by this Division shall be cumulative of and in addition to any state laws or permitting or recognition requirements of any county board of health operating within Georgia.

Sec. 7-203. – Restrictions on Food Truck operations.

(a) Food Truck operations within Macon-Bibb County shall be subject to each of the following restrictions:

- (1) No Food Truck shall operate anywhere in Macon-Bibb County unless such Food Truck has a valid original Mobile Food Service Unit permit from the office of the Georgia Department of Public Health, or similar successor permit, present in its county of origin, either on display or available to present immediately upon demand.
- (2) No Food Truck with a county of origin other than Macon-Bibb County shall operate anywhere in Macon-Bibb County unless such Food Truck also has valid original Authorization to Operate certificate, or similar successor authorization, issued by the Macon-Bibb County Health Department either on display or available to present immediately upon demand.
- (3) No Food Truck shall operate anywhere on private property within Macon-Bibb County unless it has documentation evidencing an executed and valid agreement with the landowner or occupant of the premises giving the Food Truck express permission to operate on the premises, or on such portion of the premises as described therein, and on all such dates, at all such times as such Food Truck is actually operating. The documentation required by this paragraph shall be maintained within the Food Truck at all times during operations, and shall either be on display or available to present immediately upon demand.
- (4) No Food Truck shall operate anywhere in Macon-Bibb County, whether on public or private property, after 10:00 p.m. on any day or before 7:00 a.m. on any day, unless such Food Truck has a form signed by the mayor of Macon-Bibb County granting express permission for such Food Truck to operate at such time, on such date, and in such location. If the Food Truck is in possession of such permission form signed by the mayor, then such form shall be either on display or available to present immediately upon demand. The permission form required by this paragraph may be a form individually provided to one Food Truck, or may be in the form of a blanket permission granted to all Food Trucks operating as part of an authorized event or function.
- (5) No Food Truck shall operate on any public property within Macon-Bibb County or in any rights of way belonging to Macon-Bibb County unless such Food Truck has a form signed by the mayor of Macon-Bibb County granting express permission for such Food Truck to operate at such time, on such date, and in such location. If the Food Truck is in possession of such permission form signed by the mayor, then such form shall be either on display or available to present immediately upon demand. The permission

form required by this paragraph may be a form individually provided to one Food Truck, or may be in the form of a blanket permission granted to all Food Trucks operating as part of an authorized event or function.

- (b) Each of the restrictions provided in this Section shall be cumulative of all other federal, state, and local laws and regulations, including without limitation, any relevant regulations or requirements imposed by the Macon-Bibb County Health Department; Macon-Bibb County Planning and Zoning Commission; or any other governmental authority or entity. Nothing in this division shall be construed as creating any exception or exemption from any other laws, regulations, or requirements.
- (c) In addition to receiving a citation, any Food Truck operating in violation of subsection (a) of this Section shall be ordered to immediately cease all business transactions within Macon-Bibb County for twenty-four hours, and shall be given a specified reasonable time, not less than fifteen minutes nor more than sixty minutes, in which to fully clean up the Food Truck and all display pieces, food waste, trash receptacles, condiment stations, or similar accompaniments and vacate the premises.
 - (1) Any Food Truck engaging in any sales within Macon-Bibb County within twenty-four hours of being directed to cease all business transactions pursuant to this Section shall be deemed to have violated this Section. Each separate sale shall be considered a separate violation of this Section, and a separate citation may be issued following the citation for any violations of subsection (a) of this Section or any other provisions in this Code.
 - (2) Any Food Truck which fails to adequately clean the area surrounding its operational area and depart the premises within the time specified by the responding officer shall be deemed to have violated this section, and a separate citation may be issued following the citation for any violations of subsection (a) or any other provisions of this Code.
- (d) Upon conviction, any violations of this Division shall be subject to the general penalty as provided in Section 1-6 of this Code, except that the minimum fine for each separate violation shall be \$100.00.
- (e) The provisions of this Section may be enforced by the Bibb County Sheriff's Office or the Macon-Bibb County Code Enforcement Department, or any successor department thereto.
- (f) It shall be the duty of any officer enforcing the provisions of this Section to cause the impoundment of any Food Truck cited for violating any provision of paragraph (c) of this Section. The enforcing officer may, in their discretion, call for the necessary towing services at the time the operator of a Food Truck is given notice of the need to clean up the

areas and vacate the premises, provided that the Food Truck shall not actually be impounded if the operator thereof completes the process of cleaning up and vacating the premises in the time provided.

- (g) Upon learning of any conviction of any violation under this Division, it shall be the duty of the Code Enforcement Department, or any successor department thereto, to transmit a copy of the court record showing the conviction to the Macon-Bibb County Health Department and the Bibb County Sheriff's Office.

Secs. 7-204 – 7-214. Reserved.

SECTION 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by references as if fully set out herein.

SECTION 3.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

SECTION 4.

- (a) It is hereby declared to the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not

render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 5.

All ordinances or part of Ordinances in conflict with this Ordinance are, to the extent such conflict, hereby repealed or set aside.

SECTION 6.

In the event scrivener's errors shall be discovered in this Ordinance after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

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LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND CHAPTER 16 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES FOR THE PURPOSE OF REGULATING THE TIME, PLACE, AND MANNER OF CERTAIN GATHERINGS IN MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission finds that large gatherings of individuals in Macon-Bibb County, associated with late night bar and nightclub activities and the nightly closure of bars and nightclubs in Macon create conditions in which conflict, violence, and other crime can occur; and

WHEREAS, the Macon-Bibb County Commission further finds that it has a duty to protect the rights of members of the public to use public spaces and rights of way in common with their fellow citizen and guests of Macon-Bibb County, and to make the same available for use by citizens and guests of Macon-Bibb County safely and without fear of harassment, accostation, panhandling, criminal activity, harm to innocent bystanders, or the blocking of sidewalk or vehicular traffic because of the gathering of large crowds; and

WHEREAS, the Macon-Bibb County Commission further finds that it has a duty to protect the rights of members of the public to peaceably assemble in public spaces for the purpose of exercising their rights of free speech and to petition the government for the redress of grievances, and to balance these fundamental rights with the need to preserve and protect the good order and safety of Macon-Bibb County's public spaces; and

WHEREAS, the purpose of this Ordinance is to provide such protection and security to the public without limiting the fundamental rights afforded to citizens under the First Amendment of the United States Constitution; and

WHEREAS, Macon-Bibb County has received numerous complaints highlighting the need for some regulations relating to the gathering of large crowds for non-speech purposes, including multiple shootings, homicides, and other incidents of violent or dangerous or illegal behaviors during limited periods of time in the very late night, early morning hours; and

WHEREAS, the Macon-Bibb County Commission desires to exercise its police powers in order to mitigate the risks of having such crowds assemble during these periods of time; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same that:

SECTION 1.

Section 16-13 of Article I of Chapter 16 of the Macon-Bibb County Code of Ordinances, now reserved, is hereby repealed in its entirety and reenacted to provide as follows:

Chapter 16 – OFFENSES

ARTICLE I. – GENERAL OFFENSES

Sec. 16-13. – Certain gatherings prohibited in Macon-Bibb County.

- (a) For purposes of this Section, a “gathering” shall refer to any group of people, whether affiliated or familiar with each other or not, who remain in a space in which each member is within arm’s length of another member, and in which the group as a whole is not travelling along any public sidewalks or roadways. The term “present in a gathering” shall not include individuals who are travelling along the public sidewalks or roadways who merely pass by or through a group of people so assembled as described in this subsection.
- (b) Outdoor gatherings of ten or more people on public rights of way in Macon-Bibb County shall be prohibited during the hours of 12:00 p.m. until 6:00 a.m.
- (c) Any person present in a gathering in violation of subsection (b) of this Section may be cited, which citation shall note the time of the offense. The fine for each violation of this Section shall be \$50.00. Every act of being present in a prohibited gathering which is more than fifteen minutes from another act of being present in a prohibited gathering for which an individual is cited shall be a separate offense and any such individual engaging in such act shall be subject to an additional fine of \$50.00.

- (d) This Section may be enforced by the Bibb County Sheriff's Office or by the Macon-Bibb County Code Enforcement Department or any successor department.
- (e) Notwithstanding the other provisions of this Section, any person wishing to assemble in Macon-Bibb County during the hours of 12:00 p.m. to 6:00 a.m. for the purpose of peacefully engaging in protest or speech may notify the Office of Mayor prior to assembling, and shall be provided, upon request and without charge, with a permit for the requested dates of assembly, noting the areas and times for which assembly is planned. No person who is part of a crowd or gathering during the times and in the locations stated on any such permit shall be subject to citation or penalty under the terms of this Section.

SECTION 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by references as if fully set out herein.

SECTION 3.

This Ordinance, to the extent necessary, shall be codified in a manner consistent with the laws of the State of Georgia and Macon-Bibb County. Upon adoption, the Clerk of Commission is hereby directed to send a certified copy of this Ordinance to the publisher of the Macon-Bibb County Code of Ordinances for inclusion in future publications.

SECTION 4.

- (a) It is hereby declared to the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb Commission to be fully valid, enforceable, and constitutional.
- (b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phase of this Ordinance.
- (c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment o decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity,

unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 5.

All ordinances or part of Ordinances in conflict with this Ordinance are, to the extent such conflict, hereby repealed or set aside.

SECTION 6.

In the event scrivener's errors shall be discovered in this Ordinance after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon its approval by the Mayor or its adoption into law without such approval.

SO ORDERED AND ORDAINED this ____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2023 Miller Amending Chapter 16 to restrict unlawful gatherings in MBC 9-1-23.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☐ MAYOR LESTER M. MILLER | ☒ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO CREATE A NEW SECTION 2.07 OF THE MACON-BIBB COUNTY GOVERNMENT POLICIES AND PROCEDURES MANUAL, ENTITLED “PRE-EMPLOYMENT QUALIFICATIONS,” SO AS TO ENSURE A FAIR AND REASONABLE HIRING PROCESS BY REASSESSING PRE-EMPLOYMENT QUALIFICATIONS; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, To hire and maintain quality employees, the Macon-Bibb County government sets pre-employment qualifications for its existing and future positions, and reassesses those qualifications regularly; and

WHEREAS, some of the pre-employment qualifications significantly exceed the minimum requirements necessary to satisfactorily perform the job duties/responsibilities; and

WHEREAS, for those positions that possess pre-employment qualifications which significantly exceed the minimum requirements necessary to satisfactorily perform the job duties/responsibilities, the Macon-Bibb County Commission desires to review the pre-employment qualifications to ensure educational requirements match the job duties/responsibilities for each position; and

WHEREAS, the Macon-Bibb County Commission further desires to modify the Policies and Procedure Manual to provide for a review process of the educational requirements for county positions and to provide for approval of modifications to the requirements by the county manager; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

A new section, being Section 2.07, “Pre-Employment Qualifications” is hereby added to the Macon-Bibb County Government Policies and Procedures Manual, and shall provide as set forth in Exhibit A hereto.

Section 2.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The Mayor and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 7.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed, and this Ordinance shall be in full force and effect from and after its adoption.

Section 8.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

SO ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE ROSS, CLERK OF COMMISSION

EXHIBIT A

PRE-EMPLOYMENT QUALIFICATIONS

The Macon Bibb County Government (MBCG) is committed to ensuring a fair and reasonable hiring process for all its positions. MBCG shall regularly reassess its pre-employment qualifications for existing and future job positions. For positions with pre-employment qualifications that significantly exceed the minimum requirements necessary to satisfactorily perform the job duties/responsibilities, MBCG will reduce the pre-employment qualifications to match the job duties/responsibilities. This may include, but is not limited to, replacing the requirement of a four-year college degree from an accredited university to a two-year college degree, reducing the minimum number of necessary years of experience, and removing the requirement of certain certifications. Any reduction or modification in the educational requirements for any existing or future positions shall be approved by the County Manager.

Nothing in this policy is intended to indicate that prospective job candidates will no longer be in competition with one another on the basis of educational attainment, experience level, or other merits.